

CERRITOS COLLEGE

BOARD BOOK

MARCH 1, 2017

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, March 1, 2017 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Carmen Avalos, Board Vice President
Trustee Area 2

Dr. Shin Liu, Board Clerk
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Dr. Jose Fierro
President/Superintendent

Martha Camacho-Rodriguez, Member
Trustee Area 1

John Paul Drayer, Member
Trustee Area 3

Marisa Perez, Member
Trustee Area 4

Karen F. Patron D.
Student Trustee

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1. **Invocation**

2. **Pledge of Allegiance: Martha Camacho-Rodriguez**

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

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.

OPEN SESSION AGENDA

4. **Institutional Presentation: Recognition of Classified Employee of the Month**

   The Board of Trustees will recognize Deborah Buffington, Administrative Clerk II, as Classified Employee of the Month for January 2017.

5. **Institutional Presentation: Bond Construction Update**

   The Board of Trustees will receive a presentation from Felipe Lopez, Vice President of Business Services, who will provide a status update regarding Measure CC and Measure G Bond construction programs.

CONSENT CALENDAR ITEMS

Agenda Items 6-54 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.

6. **New Courses and Programs, and Modifications to Existing Courses and Programs (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve new course offerings and modifications to curriculum, as attached. There is no fiscal impact.

7. **Strong Workforce Program Honorariums for Workshop Guest Speakers (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve grant honorariums for the 2016-2017 academic year. Strong Workforce Program funds in the amount of $8,250 will be utilized for this expenditure. No district general funds will be used.

8. **Strong Workforce Program Honorariums for Workshop Guest Speakers (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve grant honorariums for the guest speakers for the 2016-2017 academic year. Strong Workforce Program funds in the amount of $4,580 will be utilized for this expenditure. No district general funds will be used.

9. **Teacher TRAC Faculty Stipend (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve stipends totaling $4,300 for coordination and distribution for Teacher TRaining ACademy (TRAC) students required observation and fieldwork placements during the spring 2017 semester. Funds from the Teacher TRaining ACademy general fund will be utilized for this expenditure. Upon completion of the work, Allison Fonti will receive a stipend payment of $4,300.

10. **Learning Community Faculty Stipends (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve individual stipends totaling $3,900 for faculty teaching in Learning Communities during the Fall 2016 and Spring 2017 semester. Funds from the Learning Community Program budget will be utilized for this expenditure.

11. **Bid No. 16P006, Health and Wellness Complex – Category 01, Demolition/Grading & Paving (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 01, Demolition/Grading & Paving to Southern California Grading, Inc. of Irvine, California, as the lowest responsive, responsible bidder in the amount of $1,094,900, which equals the Total Base Bid Amount plus Alternate No. 3. Funding for this project will be allocated from the GO Bond.

12. **Bid No. 16P006, Health and Wellness Complex – Category 02, Building & Site Plumbing (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 02, Building and Site Plumbing to Verne's Plumbing, Inc. of Buena Park, California, as the lowest responsive, responsible bidder in the amount of $2,009,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

13. **Bid No. 16P006, Health and Wellness Complex – Category 03, Structural & Site Concrete (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 03, Structural & Site Concrete to K.A.R. Construction, Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $7,924,000, which equals the Total Base Bid Amount plus Alternate No. 2. Funding for this project will be allocated from the GO Bond.

14. **Bid No. 16P006, Health and Wellness Complex – Category 04, Steel: Structural & Miscellaneous (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 04, Steel: Structural & Miscellaneous to Anderson Charnesky Structural Steel, Inc. of Beaumont, California, as the lowest responsive, responsible bidder in the amount of $7,079,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

15. **Bid No. 16P006, Health and Wellness Complex – Category 05, Casework/Finish Carpentry (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 05, Casework/Finish Carpentry to K & Z Cabinet Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $378,580, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

16. **Bid No. 16P006, Health and Wellness Complex – Category 06, Metal Wall Panels/Composite Wall Panels/Rain Screen (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 06, Metal Wall Panels/Composite Wall Panels/Rain Screen to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,976,260, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

17. **Bid No. 16P006, Health and Wellness Complex – Category 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents (Office of Business Services)**

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

    1. Approve the relief of bid submitted by Commercial Roofing Systems, Inc. of Arcadia, California pursuant to California Public Contract Code Section 5100-5110, as there was a verified error in the bid; and

    2. Approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents to Danny Letner, Inc. dba Letner Roofing Co. of Orange, California, as the lowest responsive, responsible bidder in the amount of $1,989,990, which equals the Total Base Bid Amount.

    The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,989,990. Funding for this project will be allocated from the GO Bond.

18. **Bid No. 16P006, Health and Wellness Complex – Category 08, Doors/Frames/Hardware (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 08, Doors/Frames/Hardware to Construction Hardware Co. of Pomona, California, as the lowest responsive, responsible bidder in the amount of $395,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

19. **Bid No. 16P006, Health and Wellness Complex – Category 09, Storefront, Glass and Glazing (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 09, Storefront, Glass and Glazing to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $2,262,460, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

20. **Bid No. 16P006, Health and Wellness Complex – Category 10, Metal Stud Framing/Drywall/Plaster (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 10, Metal Stud Framing/Drywall/Plaster to Brady Company/Los Angeles, Inc. of Anaheim, California, as the lowest responsive, responsible bidder in the amount of $6,366,754, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

21. **Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 11, Flooring (Office of Business Services)**

    It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 11 (Flooring) pursuant to the bid and contract documents, and per Public Contract Code. Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

22. **Bid No. 16P006, Health and Wellness Complex – Category 12, Tile (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 12, Tile to Continental Marble and Tile Company of Corona, California, as the lowest responsive, responsible bidder in the amount of $774,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

23. **Bid No. 16P006, Health and Wellness Complex – Category 13, Acoustical Treatments (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 13, Acoustical Treatments to Elljay Acoustics, Inc. of Placentia, California, as the lowest responsive, responsible bidder in the amount of $543,470, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

24. **Bid No. 16P006, Health and Wellness Complex – Category 14, Painting (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 14, Painting to Triumph Painting of Riverside, California, as the lowest responsive, responsible bidder in the amount of $588,800, which equals the Total Base Bid Amount. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount $588,800. Funding for this project will be allocated from the GO Bond.

25. **Bid No. 16P006, Health and Wellness Complex – Category 15, Miscellaneous Specialties (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 15, Miscellaneous Specialties to Inland Building Construction Companies, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $2,380,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

26. **Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 16, Fire Sprinkler (Bldg) (Office of Business Services)**

    It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 16, Fire Sprinkler (Bldg.) pursuant to the bid and contract documents, and per Public Contract Code. Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

27. **Bid No. 16P006, Health and Wellness Complex – Category 17, HVAC (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 17, HVAC to Couts Heating & Cooling, Inc. of Corona, California, as the lowest responsive, responsible bidder in the amount of $4,237,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

28. **Bid No. 16P006, Health and Wellness Complex – Category 18, Electrical/Communications/Fire Alarm (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 18, Electrical/Communications/Fire Alarm to Taft Electric Company of Ventura, California, as the lowest responsive, responsible bidder in the amount of $5,356,443, which equals the Total Base Bid Amount plus Alternate No. 2. Funding for this project will be allocated from the GO Bond.

29. **Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 19, Landscaping & Irrigation (Office of Business Services)**

    It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 19, Landscaping & Irrigation pursuant to the bid and contract documents, and per Public Contract Code. Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

30. **Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 20, IT/Low Voltage (Office of Business Services)**

    It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 20 (IT/Low Voltage) pursuant to the bid and contract documents, and per Public Contract Code. Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

31. **Bid No. 16P007, Shade Structures – Category 06, Translucent Roof Panels (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P007, Shade Structures – Category 06, Translucent Roof Panels to Harwood Construction, Inc. of La Verne, California, as the lowest responsive, responsible bidder in the amount of $800,000, which equals the Total Base Bid Amount. Funding for this project will be allocated from the GO Bond.

32. **Notice of Completion for Bid No. 15P007, Campus Wayfinding Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Notice of Completion for Dalke & Sons Construction, Inc. of Riverside, California for the Campus Wayfinding project at Cerritos Community College District as presented. The total final contract amount was $1,198,555 which was paid by the G.O. Bond.

33. **Award Independent Contractor Services Agreement with Fast Deer Bus Charter, Inc. for Cerritos College's Charter Bus Services Pool (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Fast Deer Bus Charter, Inc. for the purpose of creating a qualified pool of charter bus services for the District pursuant to Request for Proposals (RFP) No. 16C0025, Charter Bus Services. Cerritos College's average annual cost for chartered bus services is approximately $250,000.00. Funding for the bus services will be allocated from the Facilities Department and applicable District and/or Student Activities approved budget.

34. **Award Independent Contractor Services Agreement with Transportation Charter Services, Inc. for Cerritos College's Charter Bus Services Pool (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Transportation Charter Services, Inc. for the purpose of creating a qualified pool of charter bus services for the District pursuant to Request for Proposals (RFP) No. 16C0025, Charter Bus Services. Funding for the bus services will be allocated from the Facilities Department and applicable District and/or Student Activities approved budget.

35. **Ratification of Acceptance of Gifts (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the acceptance of the gifts listed on behalf of Cerritos College. There is no cost to Cerritos College for the donated items.

36. **Project Assignment Agreement No. 9 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Health and Wellness Complex Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 9 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Health and Wellness Complex Project. The total contract sum shall be for the not-to-exceed amount of $681,905; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

37. **Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical Observation and Testing for the Health and Wellness Complex Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment No. 21 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical Observation and Testing for the Health and Wellness Complex Project. The total contract sum shall be for a total not-to-exceed amount of $291,935; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

38. **Ratification of Amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the New CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the New Fine Arts Building. The total contract sum shall be increased $24,500 for a new not-to-exceed amount of $65,460; this amount will be funded from the GO Bond. Hall & Foreman, Inc. is headquartered in Tustin, CA.

39. **Amendment to Project Assignment Agreement No. 20 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the Stadium Turf Replacement Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 20 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the Stadium Turf Replacement project. The total contract sum shall be increased $7,600 for a new not-to-exceed amount of $11,600; this amount will be funded from the GO Bond. Hall & Foreman, Inc. is headquartered in Tustin, CA.

40. **Project Assignment Agreement No. 26 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Parking Lot Renovation and Engineering Construction Documents (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 26 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Parking Lot Renovation and Engineering Construction Documents. The total contract sum shall be for the amount not-to-exceed $109,300; this amount includes a fixed fee of $105,300 plus a reimbursable allowance of $4,000; this amount will be funded from the GO Bond. Hall & Foreman, a division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

41. **Ratification of Agreement with the Community College Foundation for Resource Family Approval Training Services (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the agreement with The Community College Foundation for Resource Family Approval Training Services. Cerritos College will receive a not-to-exceed amount of $26,900; funding for this contract is provided by monies received from The Community College Foundation for the Resource Family Approval (RFA) Training Services program.

42. **Contracts under $25,000 for the Month of January 2017 (Office of Business Services)**

    It is recommended that the Board of Trustees approve contracts under $25,000 that were processed during the month of January 2017. Funding sources vary and are dependent upon the goods/services purchased.

43. **Purchase Orders for the Month of January 2017 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the purchase orders processed during the month of January 2017. Funding sources vary and are dependent upon the goods/services purchased.

44. **Make Budget Transfers and Budget Adjustments (Office of Business Services)**

    It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget adjustments will increase the Unrestricted General Fund ending balance and decrease the Restricted General Fund, Public Art Endowment Fund and Retiree Health Benefit Fund ending balances.

45. **Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2016-2017 Academic Year (Office of Human Resources)**

    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. No additional fiscal impact. This is budgeted in the General Fund.

46. **Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016-2017 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

47. **Consideration of Approval of Public Employment: Tenured (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2017-2018 academic year. No additional financial effect. This is budgeted in the General Fund.

48. **Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent (Office of Human Resources)**

    It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350. No fiscal impact.

49. **Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483 (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the attached request for reduced workload to 75% prior to retirement for Ms. Peggy Stuart effective for a period of two academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2019. No additional financial effect. This is budgeted in the General Fund.

50. **Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483 (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the attached request for reduced workload to 60% prior to retirement for Ms. Ana Torres-Bower effective for a period of three academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2020. No additional financial effect. This is budgeted in the General Fund.

51. **Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483 (Office of Human Resources)**

    It is recommended that the Board of Trustees approve the attached request for reduced workload to 80% prior to retirement for Ms. Lorraine Gersitz effective for a period of five academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022. No additional financial effect. This is budgeted in the General Fund.

52. **Ratification of Employment of Interim Associate Dean, Student Health and Wellness Services (Office of Human Resources)**

It is recommended that the Board of Trustees approve and/or ratify the employment of Ms. Chris Kiger in the position of Interim Associate Dean, Student Health and Wellness Services. Effective march 1, 2017, or later as needed. Ms. Kiger will be compensated at Grade 35, Step 8 ($11,694.00) of the Management Salary Schedule. This is budgeted in the Student Health Services (69.0) restricted fund.

53. **Request for Unpaid Leave of Absence: Pamela Lewandowski, Assistant Professor (Mathematics Department) (Office of Human Resources)**

It is recommended that the Board of Trustees approve Pamela Lewandowski's request for a 46.67% unpaid leave of absence due to personal reasons for the period of January 9, 2017 through May 18, 2017. Replacement cost may or may not have a financial impact depending on substitute's salary rate.

54. **Citizens' Bond Oversight Committee Membership (Office of the President)**

It is recommended that the Board approve the appointment of Alan Gafford as a bona-fide taxpayers organization member and Parimal Shah as a business organization member to the Citizens' Bond Oversight Committee for two-year terms effective March 2, 2017. No financial impact.

INFORMATION ITEMS

Agenda Items 55-56 are presented as Information Items.

55. **Information Item: College Coordinating Committee Minutes (Office of the President)**

The Board of Trustees will review the January 23, 2017 and February 6, 2017 College Coordinating Committee Minutes.

56. **Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations (Office of Business Services)**

The Board of Trustees will receive the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations. This item is presented for informational purposes only.

ADMINISTRATIVE MATTERS

Agenda Items 57-60 are presented as Administrative Matter Items. Each item will be considered for individual action by the Board of Trustees.

57. **Consideration of Acceptance of Mid-Term Accreditation Report (Office of the President)**

It is recommended that the Board of Trustees accept the Mid-Term Accreditation report, as revised. No cost to the District.

58. **Consideration of Approval to Engage in a Major Gift Campaign with the Cerritos College Foundation (Office of the President)**

    It is recommended that the Board of Trustees authorize the President/Superintendent to engage in a major gift campaign with the Cerritos College Foundation with an investment not-to-exceed $500,000 over a three-year period as outlined in the proposed Memorandum of Understanding. The amount of $500,000 will be expended from the General Fund.

59. **Consideration of Authorization for the District to Begin Implementation of a 16-Week Academic Calendar (Office of the President)**

    It is recommended that the Board of Trustees authorize the District to begin implementation of a 16-Week Academic Calendar with the understanding that some items pertaining to implementation may fall under the CCFF-District collective bargaining agreement. Transition costs from an 18-week to a 16-week academic calendar are estimated to be between $600,000 and $1 million. Ongoing costs each academic year thereafter are yet to be determined. The actual cost or savings will be presented at a future board meeting as implementation data is gathered.

60. **Consideration of Appointment of Three Members of the Board of Trustees as Ex Officio Directors of the Cerritos College Foundation (Office of the President)**

    It is recommended that the Board of Trustees appoint trustees Martha Camacho-Rodriguez, Marisa Perez, and Zurich Lewis as ex officio directors of the Cerritos College Foundation. No fiscal impact.

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 ONE HOUR

61. **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)

62. **Reconvene to Open Session**

63. **Adjournment**

The Next Regular Meeting of the Board of Trustees is set for Wednesday, April 5, 2017 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 February 23, 2017 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: **March 1, 2017**
Agenda Item No. 4

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Institutional Presentation: Recognition of Outstanding Classified/Confidential Employee of the Month

ACTION
The Board of Trustees will honor Deborah Buffington, Administrative Clerk II in Fine Arts/Communications, as Outstanding Classified/Confidential Employee of the Month for January 2017.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Outstanding Classified/Confidential Employee Selection Committee named Deborah Buffington as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for January 2017.

Deborah began her career at Cerritos College in 2007 for the Fine Arts/Communications Division.

Deborah was nominated by many people in the Fine Arts Division not only for her dedication to the department and its students, but for being instrumental in the planning of the new Fine Arts Building and its move. Her steady determination to make the transition for staff as seamless as possible is expressed with appreciation over and over again by her co-workers.

Deborah, your dedication, commitment, and willingness to go above and beyond to meet the needs of the students and staff are exceptional. The administration, staff, and students appreciate your personal attributes and outstanding efforts. We are proud that you are a Cerritos College employee and we commend you for your outstanding service and dedication. Thank you for a job well done!

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: **March 1, 2017**

Agenda Item No. 6

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/ Assistant Superintendent

SUBJECT: Consideration of Approval of New Courses and Programs, and Modifications to Existing Courses and Programs

ACTION

It is recommended that the Board of Trustees approve new course offerings and modifications to curriculum, as attached.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

The Curriculum Committee, a standing committee of the Faculty Senate, reviews and makes recommendations on proposals for adding, expanding, deleting, or modifying programs and courses offered by the College. Curriculum Committee membership consists of a Chairperson; a faculty member from each instructional area; 1 student representative appointed by ASCC; the Vice President, Academic Affairs or designee; 1 faculty senate Vice President; and the Matriculation Officer. Consensus is the preferred decision-making process. All faculty members serving on the Curriculum Committee are voting members.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 1, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Sciences	ACCT 220-Accounting Ethics Units: 4 Class hours: 4.0 Lecture/ 0 Laboratory Prerequisite: ACCT 101 or equivalent with a grade of Pass or "C" or higher Corequisite: None Recommendation: None	This course is designed to expose students to a comprehensive coverage of ethical and professional issues encountered by accounting professionals. Prepares students to meet part of the Ethics requirement for becoming a Certified Public Accountant (CPA) in the State of California. Primarily focuses on ethics pertaining to the accounting profession. Study of the ethical framework includes the American Institute of Certified Public Accountants (AICPA) Code of Professional Ethics, audit responsibilities and accounting fraud, legal and regulatory obligations, earnings quality, corporate governance, and international financial reporting.	December 8, 2016
New	Science, Engineering, Mathematics	ENGY 100- Energy and the Way We Live Units: 3 Class hours: 3.0 Lecture/ 0 Laboratory Prerequisite: None Corequisite: None Recommendation: ENGL 52 or ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher or "Pass" or completion of the English placement process with a score eligible for ENGL 100, and MATH 40 or equivalent with a grade of "C" or higher or "Pass" or completion of the math placement process with a score eligible for MATH 60.	Due to the nature of this course, a diverse perspective of various peoples around the world and each culture's relationship with energy as a resource will be examined. The diverse populations around the globe interact with their environments in different ways, and this will be an important component in the course as it relates to energy. The community college classroom provides a platform for this understanding due to the diversity of peoples within the classroom. This environment, where the range in students' ages can be large, variety of ethnicities can be great, and learning abilities can be dissimilar, adds authenticity to a community college classroom and topics we discuss.	December 8, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Science, Engineering, and Mathematics	GEOL 103-Environmental Geology Lecture Units: 3 Class hours: 3.0 Lecture/ 0 Laboratory Prerequisite: None Corequisite: None Recommendation: : ENGL 100 or equivalent with a grade of “C” or higher or “Pass” and MATH 40 or equivalent with a grade of “C” or higher or “Pass” or completion of the math placement process with a score eligible for MATH 60	An environmental geology course's purpose is to help students better understand this world around them, as well as the challenges presented in the relationship between humans and their environment. A culturally diverse student background enhances the goals of this course. Due to the fact that our Earth and environment affect every demographic differently, the course is able to explore these differences when discussing environmental challenges and solutions. Furthermore, this course will utilize appropriate oral, visual, and kinesthetic methods in order to provide students with various learning styles and will give students of various ethnicities, cultures, and socioeconomic backgrounds an equal opportunity to learn.	December 8, 2016
New	Science, Engineering, and Mathematics	GEOL 103L-Environmental Geology Laboratory Units: 1 Class hours: 0 Lecture/ 3 Laboratory Prerequisite: GEOL 103 or equivalent with a grade of "C" or higher or "Pass" or Corequisite: None Recommendation: None	GEOL 103L will mimic the laboratory component of the lecture/laboratory combination class previously offered as ESCI 101. The lecture component of ESCI 101 is being proposed, under a separate cover, as the 3-unit/54-hour lecture class GEOL 103 - Environmental Geology Lecture, to allow students better scheduling flexibility when enrolling in a physical science course transferable to a UC/CSU. However, without a laboratory component, students looking to satisfy both the general education lecture and laboratory requirement may be deterred from taking GEOL 103. This GEOL 103L course provides students with an option to fulfill the laboratory component and includes several hands-on activities to reinforce the knowledge acquired in GEOL 103.	December 8, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Business, Humanities, and Social Science	Associate in Arts Degree in Women in Management	The purpose of creating a Women in Management Associate in Arts Degree is to accelerate learning to facilitate credential acquisition and provide students with more opportunities for degree completion, leading to greater student success. The changes reflect the latest input from employers regarding skill requirements. Curricula based upon core competencies in women and gender studies as well as in business education will provide students with entry and exit points. Supporting what we have learned across all of our programs will help us to deliver knowledge and skill sets that are crucial determinants of career achievement.	December 8, 2016
New	Business, Humanities, and Social Science	Women in Management Certificate of Achievement	The Women's and Gender Studies Department in collaboration with the Business Administration Department has developed a curriculum following a successful certificate of achievement model already established by the Business Administration Department. The Women in Management Certificate of Achievement encompasses core classes from both disciplines, creating an associate in arts degree that responds to the professional demands in the business world. For this reason, we are creating a Women in Management Certificate of Achievement that will consist of 12 units from each department for a total of 24 units. Students will complete four (4) courses of women's and gender studies and four (4) essential business courses.	December 8 , 2016
Modification	Technology	ENGT 131-Design Fundamentals Including 3D Modeling	This course stresses basic design fundamentals using solid modeling software for students who have had no high school or no industry experience in CAD design or CAD drafting. Geometry construction, solid modeling, isometric rendering, orthographic projection, dimensioning, single auxiliary views, sectioning, and solid modelling practices will be introduced. Students will be able to 3D print their solid models and modify their designs based on the feedback they get from the instructor and their peers.	November 3, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Recommendation: ENGT 116 or equivalent with a grade of "C" or higher, or "Pass" The class description had not been changed since the late 1990's and now reflects current industry standard. The emphasis on solid modeling using industry standards has been strengthened as industry no longer utilize manual drafting instruments. The ubiquitous nature of 3D printing in the department will also be introduced in this introductory class.	
Modification	Technology	ENGT 133-Solidworks for Sheet Metal Design	This course will familiarize students with sheet metal layout using SolidWorks tools to develop, bend allowances for pattern development, and manufacturing processes for sheet metal. It will also include applications to pipe layout and welding assemblies. Prerequisite: ENGT 103 or ENGT 138 or ENGT 259 or ENGT 265 or equivalent with a grade of "C" or higher or "Pass" The availability of tools in SolidWorks to perform the class objectives has increased significantly over the years so we are changing the title and part of the class description to keep up with industry demands.	November 3, 2016
Modification	Technology	ENGT 138-Introduction to Engineering Design using AutoCAD	This course focuses on the introduction to engineering design using the AutoCAD software. It includes drawing preparation based on 2D sketches and 3D models. It will prepare students to operate the systems and understand the applications of computer graphics utilizing industry standards. Students will learn to use an interactive computer graphics system to prepare drawings on personal computers.	November 3, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Recommendation: ENGT 116 and ENGT 131 or equivalent with a grade of “C” or higher, or “Pass,” or appropriate work experience. The title of this course is being slightly modified to align with the description of ENGT103. Students will be able to take either class as a pre-requisite to higher level classes in the department.	
Modification	Technology	ENGT 237- Statics and Strength Of Materials Using Simulation	This is a course in the fundamental principles of statics and strength of materials and their applications to the solutions of typical force systems and equilibrium problems. Applications are made in the fields of welded, machined, extruded, and molded parts. Prerequisite: ENGT 103 or ENGT 138 or ENGT 259 or ENGT 265 or equivalent with a grade of "C" or higher, or “Pass.” We are adding the word “simulation” to the end of the class title to indicate that the primary goal of this class is application via simulation rather than calculation. With the addition of ENGR235 to the class inventory, this addition will allow students to differentiate between the two	November 3, 2016
Modification	Technology	ENGT 258-Tools and Fixtures Applications Using Solid Modeling	This course is a study of modern techniques of design using solid modeling. Instruction includes the production, operations, and process materials selection for product design. Planning, scheduling, and cost performance are used to implement design solutions. Prerequisite: ENGT 103 or ENGT 138 or ENGT 259 or ENGT 265 or equivalent with a grade of "C" or higher, “Pass.” The current class description refers to a broad industry term that does not tell the students what application they are	November 3, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			going to learn in the class. The new title is more specific of the kind of applications they use on a daily basis in the world of engineering design technology.	
Modification	Technology	ENGT 259-SolidWorks Introduction	This course assists students in creating three-dimensional (3-D) parametric part modeling, assembly modeling, surface modeling, and bills of materials. Students receive instruction utilizing the most recent release of SolidWorks software. We are adding the word “introduction” to the end of the class title to differentiate it further from ENGT 260 where students learn the advanced aspects of SolidWorks modeling.	November 3, 2016
Modification	Technology	MTT 96L-CNC Multi-Axis Mill Machining Lab	The content of MTT 52, due to its alignment with the NIMS certification allows the student to take the MTT 96L class without having to take the MTT 91L lab class. Content of MTT 52 is now sufficient to be successful in MTT 96L. Prerequisite: MTT 52 or equivalent with a grade of “C” or higher, or “Pass.”	November 3, 2016
Modification	Science, Engineering and Mathematics	MATH 75 (Not Degree Applicable) Mathematical Literacy For College Students	This is a one-semester course integrating numeracy, proportional reasoning, algebraic reasoning, and functions. Students will develop conceptual and procedural tools that support the use of key mathematical concepts in a variety of contexts. Throughout the course, college success content will be integrated with mathematical topics. This course prepares students for the curriculum of Cerritos College's MATH 112 only. This course is not open to students with credit in MATH 60. During the course of the first two semesters of the MATH 75 pilot, it was determined that not enough time can be devoted to the algebra topics necessary for students to be successful	November 10, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			in MA TH 114 - College Algebra. The focus of MATH 75 is general mathematical literacy.	
Modification	Science, Engineering, and Mathematics	GEOL 105L-Field Methods of the Earth Sciences	The revision considers two courses that have recently been added to the Department of Earth Science--GEOL 102 and GEOL 103-and ESCI 110, which department members agree provide students with the background knowledge necessary to prepare them for GEOL 105L. This course is also now becoming a general education course	December 8, 2016
Modification	Science, Engineering, and Mathematics	CIS 160-Web Page Development	This course provides the knowledge, skills, and hands-on experience needed to create multimedia web pages. Using a variety of authoring tools, students will create web pages with links, graphics, tables, frames, and forms, and add dimensions of time, audio, video, motion, and interactivity to web pages. Upon completing this course, students will be ready to plan, build, promote, and maintain a professional website, which includes selecting a web host and uploading the site to a web server.	January 26, 2017
Modification	Science, Engineering, and Mathematics	CIS 282-Adavanced Java Programming	CIS 183 has replaced CIS 182, so the recommendation for this course is being updated to reflect that. The removal of the words "strongly recommend" from the recommendation is now required. The description is also being updated (please note the correction of the endash in "client-server" where there formerly was a hyphen).	January 26, 2017
Modification	Science, Engineering, and Mathematics	Natural Sciences-General Associates of Arts Degree	The title is being corrected to read "associate of arts" instead of "associate in arts," as deemed proper by the PCAH. ESCI 101 and 102 are being removed because of low student demand and because they are outdated,	December 8, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			being offered less and less by other colleges and universities. GEOL 103 and 103L are being added because they will satisfy a demand for environmental courses, will support the AA and AS-T for environmental studies currently being developed at Cerritos College, and in a sense, represent updated versions of ESCI 101 and 102. GEOL 103 -Environmental Geology and GEOL 103L -Environmental Geology Lab are also recognized by the state Course Identification Numbering System (C-ID), while ESCI 101 and 102 are not. ENGY 100 is a new course being proposed right now that is also being added. MATH 240 was mistakenly left in this degree in the Cerritos College 2016-2017 catalog (probably a typographical error) even though all of the other revisions made to this degree last time it was revised are in print. It is being marked again here for good measure.	
Modification	Technology	Associates in Science Degree in New Product Development and Fabrication	The New Product Development (NPD) program at Cerritos College has the goal to prepare technicians for both the automotive aftermarket and the professional, scientific, and technical service companies of Southern California. The program goals are multiple. The first goal is to provide students with the academic preparation needed for a career in the automotive aftermarket industries or other industries using similar technology. Students can do that by learning the program objectives from the set of classes that will allow them to take a virtual new product idea to market. Another goal of the program is to enable current students to get a double competency (3D inspection/NPD, Machining/NPD, Auto/NPD, Welding/NPD, Plastics/NPD, and Engineering Design/NPD). Finally the last goal of the program is to provide continuous learning opportunities for industry employees. This in turn will provide industry with a framework of classes to further employee development and/or provide validation of professional experience and a path to an AS degree for current employees. The main objective of the program is to enable students to take a product of their choice through the appropriate stages and produce a portfolio for a new design.	December 8, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			The steps include product plan, customer needs evaluation, product specification, concept generation, concept selection, product design and a plan for manufacturability and procurement.	
Modification	Fine Arts	Associates of Science in Commercial Music	The goals and objectives of the Cerritos College Music Program are to provide students with a variety of choices for their music careers. To complement the Associate Degree for Transfer in Music and the Associate Arts in Music, the Commercial Music Associate of Science Degree provides students with training necessary for a career in the music industry in production, publishing, and promotion. The Cerritos College Music Program provides courses that fulfill part of the general education requirements for other majors as well. Students who attain the skills offered in music courses will be able to apply this knowledge to a variety of career situations that require the ability to analyze complex situations, demonstrate critical thinking, apply creative problem solving, and work collaboratively.	December 8, 2016
Modification	Technology	Network/Systems Administration Associates of Arts Degree	We are proposing to add CIS 170K - Introduction to Wireless Networking as a new requirement in the program, since wireless networking is becoming a crucial component in today's information infrastructure. Meanwhile we propose to move CIS l 70B - Network+ Certification to the electives, since most of the course content is also covered in other required courses. Nonetheless, CIS l 70B offers students another opportunity to pursue the industry certification-CompTIA Network+. Thus, it remains a viable elective course for students in the program.	January 26, 2017
Modification	Technology	Network/Systems Administration Certificate of Achievement	We are proposing to add CIS 170K - Introduction to Wireless Networking as a new requirement in the program, since wireless networking is becoming a crucial component in today's information infrastructure. Meanwhile we propose to	January 26, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			move CIS l 70B - Network+ Certification to the electives, since most of the course content is also covered in other required courses. Nonetheless, CIS l 70B offers students another opportunity to pursue the industry certification-CompTIA Network+. Thus, it remains a viable elective course for students in the program.	
Modification	Technology	Engineering Design Technology Verification of Completion 3-D Parametric Modeling Design and Presentation	The department is implementing the use of SolidWorks in most of its classes due to increased demand from industry. SolidWorks is the market leader in 3D parametric design. This VoC is therefore modified to remove the classes that were either taught with AutoCAD or were related to manual drafting. The overall technical content of this group of classes will be increased to respond to industry demand.	November 3, 2016
Modification	Technology	Engineering Design Technology Verification of Completion Engineering Design and Production Technology	Updating titles to match new course titles	November 3, 2016
Modification	Technology	Engineering Design Technology Verification of Completion Machine Design and Manufacturing	The department is implementing the use of SolidWorks in most of its classes due to increased demand from industry. This VOC is therefore modified to remove the classes that were either taught with AutoCAD or were related to manual drafting. The overall technical content of this group of classes will be increased to respond to industry demand. A student having completed all four courses of this VoC will be very well positioned to get an entry level job in the industry.	November 3, 2016
Modification	Technology	Engineering Design Technology Verification of Completion Sheet Metal Layout Applications with 3-D Parametric Solid Modeling	The department is implementing the use of SolidWorks in most of its classes due to increased demand from industry. This VOC is therefore modified to remove the classes that were primarily taught with AutoCAD and Inventor. The technical content of the classes is very similar but the automated tools available from SolidWorks make them more appropriate for our students. This combination of classes	November 3, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			indicate to a potential employer that the student is ready to tackle design problems related to sheet metal fabrication.	
Inactivation	Science, Engineering, and Mathematics	CIS 213C-Designing A Microsoft Windows Directory Service Infrastructure	The Board approved this course for inactivation with a typo. This course has not been offered for more than 10 years.	November 10, 2016
Inactivation	Health Occupations	CA 65-Food Costing	This course has been replaced by another and is no longer offered by the department.	November 10, 2016
Inactivation	Science, Engineering, and Mathematics	CIS 205-Programming in HTML for the World Wide Web	This class is being inactivated due to low enrollment.	January 26, 2017
Inactivation	Science, Engineering, and Mathematics	iSeries 400 Specialist Associates in Arts Degree	This program has been reduced down to only two iSeries specific courses: CIS 141 and CIS 240. The last three semesters these courses were offered, they had to be canceled due to low enrollment. In addition, we have been unable to successfully update this certificate through the chancellor's office and it contains 11 courses which have been inactivated.	January 26, 2017
Inactivation	Science, Engineering, and Mathematics	iSeries 400 Specialist Certificate of Achievement	This program has been reduced down to only two iSeries specific courses: CIS 141 and CIS 240. The last three semesters these courses were offered, they had to be canceled due to low enrollment. In addition, we have been unable to successfully update this certificate through the chancellor's office and it contains 11 courses which have been inactivated.	January 26, 2017
Inactivation	Science, Engineering, and Mathematics	Web Page Development Verification of Completion	A course in this verification of completion is being inactivated. The verification of completion is no longer useful and needs to be inactivated.	January 26, 2017
Inactivation	Science, Engineering, and Mathematics	Web Server Development Verification of Completion	Courses in this verification of completion are being inactivated. The verification of completion is no longer useful and needs to be inactivated.	January 26, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Strong Workforce Program Honorariums for Workshop Guest Speakers

ACTION
It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year.

FISCAL IMPACT
Strong Workforce Program funds in the amount of $8,250 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY
As part of the effort to improve the Film Product program, the Fine Arts Division has been awarded Strong Workforce funding to hold a series of workshops and lectures conducted by industry experts during the 2016-2017 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. These will be scheduled on the "as needed" basis.

	Topic	Workshop Honorarium
1. Michael Stanton	Commercial Workshop	$500 (4-Hour Workshop)
2. Pam Gilles	Commercial Workshop	$500 (4-Hour Workshop)
3. Dustin Ong	Cinematographer	$500 (4-Hour Workshop)
4. Edgar Alvarado	Green Screen Workshop	$500 (4-Hour Workshop)
5. Justin Shertick	Green Screen Workshop	$500 (4-Hour Workshop)
6. Greg Robinson	Distant Location Workshop	$1,250 (Full Day Workshop)
7. Kat Dillon	Production/Director Workshop	$500 (4-Hour Workshop)
8. Sam Warren	Production/Casting Workshop	$500 (4-Hour Workshop)
9. Mike Ryan	Production/Stunts Workshop	$500 (4-Hour Workshop)
10. John Moio	Commercial Workshop	$500 (4-Hour Workshop)
11. Kurt Gauger	Props & practical Effects Workshop	$2,500 (Full Day Workshop)

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: **March 1, 2017**

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Strong Workforce Program Honorariums for Workshop Guest Speakers

ACTION

It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year.

FISCAL IMPACT

Strong Workforce Program funds in the amount of $4,580 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

As part of the effort to improve the Commercial Music program, the Fine Arts Division has been awarded Strong Workforce funding to hold a series of workshops and lectures conducted by industry experts during the 2016-2017 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. These will be scheduled on the "as needed" basis.

		Topic	Workshop Honorarium
1.	Kurt Thormudsen	Lighting Design Workshop	$530 (2-4 8-Hour Workshops)
2.	Aaron Quiatchon	Stage Design Workshop	$60 (2-4 4-Hour Workshops)
3.	Jennifer Calderon	Staging Workshop	$60 (2-4 4-Hour Workshops)
4.	Crystal Duenas	Staging & Lighting	$60 (2-4 4-Hour Workshops)
5.	Tony Martinez	Stage Technician	$60 (2-4 4-Hour Workshops)
6.	Alvi Talareva	Sound Technician	$250 (2 4-Hour Workshops)
7.	Joe Escadon	Stage Production	$250 (2 4-Hour Workshops)
8.	Betto Salcido	Stage Production	$250 (2 4-Hour Workshops)
9.	Michael Delgado	Film Recording & Editing	$250 (2 4-Hour Workshops)

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: **March 1, 2017**
Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director of Educational Partnerships and Programs

SUBJECT: Consideration of Approval of Teacher TRAC Faculty Stipend

ACTION
It is recommended that the Board of Trustees approve stipends totaling $4,300 for coordination and distribution for Teacher TRaining ACademy (TRAC) students required observation and fieldwork placements during the spring 2017 semester.

FISCAL IMPACT
Funds from the Teacher TRaining ACademy general fund will be utilized for this expenditure. Upon completion of the work, Allison Fonti will receive a stipend payment of $4,300.

REPORT SUMMARY
As we prepare our future teachers, it is important that they are able to complete observation and fieldwork hours in a diverse contemporary classroom. Students enrolled in Introduction to Teaching and Learning in Diverse Contemporary Classrooms (EDEL) 100 and Introduction to Education (EDEL) 200 are required to complete 10 hours of observations and 45 hours of fieldwork in a local elementary school. Allison Fonti will oversee the placement and paperwork of students with 135 master elementary teachers. Teaching and Learning in Diverse Contemporary Classrooms (EDEL) 100 requires 10 hours of observations and Introduction to Education (EDEL) 200 requires 4 hours of Service Experience for Re-Vitalizing Education (SERVE) training and 45 hours of fieldwork as part of their credential pathway. Additionally, Allison Fonti will be supporting teachers in K-12 partner districts that have an EDEL 100 articulation agreement by providing training in Task Stream and developing a manual with exemplar assignments to assist students with passing the credit by exam portfolio.

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

ATTACHMENT(S)
Deliverables and timeline.

Deliverable	Timeline
Place EDEL 100 and 200 students into elementary classrooms in partner districts for service learning	Spring 2017
Assist in planning service learning training for EDEL 200 students	Spring 2017
Support/Induct new EDEL 100 teacher in curriculum, Task Stream, Canvas, SLOs	Spring 2017
Review portfolio submissions from articulated high school courses for credit by exam	End of Spring 2017 term
Develop an EDEL 100 exemplar resource guide for high school teachers teaching articulated courses.	Summer 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director of Educational Partnerships and Programs

SUBJECT: Consideration of Approval of Learning Community Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling $3,900 for faculty teaching in Learning Communities during the Fall 2016 and Spring 2017 semester.

FISCAL IMPACT

Funds from the Learning Community Program budget will be utilized for this expenditure. The following participants are to receive stipends:

Amerio Beyene (Fall 2016)	$300
Lesley Blake	$300
Damon Cagnolatti	$300
Angela Cho	$300
Jan Connal	$300
Michelle Fagundes	$300
Sheila Hill	$300
Debra Moore	$300
Paula Pereira (Fall 2016)	$300
Amanda Reyes	$300
Jaclyn Ronquillo	$300
Kimberly Rosenfeld	$300
Ana Torres-Bower	$300
Total	**$3,900**

REPORT SUMMARY

Learning communities involve the intentional creation of class pairs or clusters around a common theme, public issue, or question. The same group of students is co-enrolled in two or more courses, usually from different disciplines. Students enrolled in both courses will receive a separate grade for each one. Faculty create relevant integrated assignments that encourage students to gain a deeper understanding of each course and make connections between the courses. Faculty engage students in their own learning, as well

as provide them with valuable “real-world” skills. Faculty are eligible for a stipend for creation of a Learning Communities integrative assignment, a minimum of 10 hours of collaborative meetings, and communications with their Learning Communities teaching team during the semester and submission of two samples of student work from their Learning Communities interdisciplinary/integrated student assignments.

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: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 01, Demolition/Grading & Paving

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 01, Demolition/Grading & Paving to Southern California Grading, Inc. of Irvine, California, as the lowest responsive, responsible bidder in the amount of $1,094,900, which equals the Total Base Bid Amount plus Alternate No. 3.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternate No. 3 is $1,094,900. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Demolition/Grading & Paving portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 01 (Demolition/Grading & Paving), a Class A, Class C-12, or Class C-21 license was required. The construction cost estimate for the work was approximately $1,628,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Southern California Grading, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 01, Demolition/Grading & Paving
Designated Subcontractors Summary – Southern California Grading, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 01 – Southern California Grading, Inc.

Cerritos Community College District

Bid No. 16P006, Category 01 (Demolition/Grading & Paving)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Southern California Grading, Inc. Irvine, CA	Salisbury Engineering, Inc. Anaheim, CA	GGG Demolition, Inc. Orange, CA
Base Bid Amount	$ 1,038,900.00	$ 1,376,800.00	$ 1,596,585.00
Allowance Amount	$ 60,000.00	$ 60,000.00	$ 60,000.00
TOTAL BASE BID AMOUNT	**$ 1,098,900.00**	**$ 1,436,800.00**	**$ 1,656,585.00**
DELTA FROM LOWEST BID		$ 337,900.00	$ 557,685.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	$ (4,000.00)	$ (12,000.00)	$ (5,000.00)
TOTAL BASE BID AMOUNT PLUS ALTERNATES	**$ 1,094,900.00**	**$ 1,424,800.00**	**$ 1,651,585.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		$ 329,900.00	$ 556,685.00

Cerritos Community College District
Bid No. 16P006 - Category 01 (Demolition/Grading & Paving)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Contractor Name
City, State

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The J.V. Land Clearing Company, Inc.	207 E. Arrow Highway	San Dimas	CA	91773	Demolition	$ 204,750.00
Northstar Contracting Group, Inc.	13320 Cambridge Street	Santa Fe Springs	CA	90670	Abatement	$ 55,300.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-01

BID CATEGORY: 01, Demolition/Grading & Paving

DOLLAR VALUE: $ 1,094,900.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Southern California Grading, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Southern California Grading, Inc.

Address: 16291 Construction Circle East, Suite A, Irvine, CA 92606
Phone: 949-551-6655
Fax: 949-551-4237

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Southern California Grading, 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 01, Demolition/Grading & Paving

   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 A, C-12 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:

One Million Ninety Four Thousand Nine Hundred and 00/100 Dollars

($ 1,094,900.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
SOUTHERN CALIFORNIA GRADING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Kurt Cutler	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 02, Building & Site Plumbing

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 02, Building and Site Plumbing to Verne's Plumbing, Inc. of Buena Park, California, as the lowest responsive, responsible bidder in the amount of $2,009,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,009,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Building & Site Plumbing portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 02 (Building & Site Plumbing), a Class B or C-36 license was required. The construction cost estimate for the work was approximately $2,975,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Verne's Plumbing, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 02, Building & Site Plumbing
Designated Subcontractors Summary – Verne's Plumbing, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 02 – Verne's Plumbing, Inc.

Cerritos Community College District

Bid No. 16P006, Category 02 (Building & Site Plumbing)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Verne's Plumbing, Inc. Buena Park, CA	City Commercial Plumbing, Inc. Van Nuys, CA	Suttles Plumbing & Mechanical Corp. Chatsworth, CA
Base Bid Amount	$ 1,884,000.00	$ 2,778,000.00	$ 3,140,000.00
Allowance Amount	$ 125,000.00	$ -	$ 125,000.00
TOTAL BASE BID AMOUNT	**$ 2,009,000.00**	**$ 2,999,000.00**	**$ 3,265,000.00**
DELTA FROM LOWEST BID		$ 990,000.00	$ 1,256,000.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 02 (Building & Site Plumbing)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Karcher Insulation, Inc.	2300 E. Orangewood Ave	Anaheim	CA	92806	Insulation	$ 23,000.00
Golden State Paving Co., Inc.	6351 Burnham Ave.	Buena Park	CA	90621	Demo/Patch	$ 5,000.00
R. Dugan Construction, Inc.	6157 Marlatt St.	Mira Loma	CA	91752	Concrete Structures	$ 8,500.00

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

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd 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 C36 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.

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CONTRACTOR	**DISTRICT**
VERNE'S PLUMBING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Lawrence J. Verne	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 03, Structural & Site Concrete

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 03, Structural & Site Concrete to K.A.R. Construction, Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $7,924,000, which equals the Total Base Bid Amount plus Alternate No. 2.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternate No. 2 is $7,924,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Structural & Site Concrete portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 03 (Structural & Site Concrete), a Class B or C-8 license was required. The construction cost estimate for the work was approximately $6,616,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, K.A.R. Construction, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 03, Structural & Site Concrete
Designated Subcontractors Summary – K.A.R. Construction, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 03 – K.A.R. Construction, Inc.

Cerritos Community College District

Bid No. 16P006, Category 03 (Structural & Site Concrete)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	K.A.R. Construction, Inc. Ontario, CA	R.J. Daum Construction Company Garden Grove, CA	W.D. Gott Construction Co. Upland, CA
Base Bid Amount	$ 7,552,000.00	$ 8,215,000.00	$ 8,277,000.00
Allowance Amount	$ 125,000.00	$ 125,000.00	$ 125,000.00
TOTAL BASE BID AMOUNT	**$ 7,677,000.00**	**$ 8,340,000.00**	**$ 8,402,000.00**
DELTA FROM LOWEST BID		$ 663,000.00	$ 725,000.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	$ 247,000.00	$ 280,000.00	$ 177,500.00
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A
TOTAL BASE BID AMOUNT PLUS ALTERNATES	**$ 7,924,000.00**	**$ 8,620,000.00**	**$ 8,579,500.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		$ 696,000.00	$ 655,500.00

Cerritos Community College District
Bid No. 16P006 - Category 03 (Structural & Site Concrete)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Malcolm Drilling Co., Inc.	4926 Azusa Canyon Rd.	Irwindale	CA	91706	Drilled Piles	$ 2,000,000.00
Systems Waterproofing, Inc.	223 W. Blueridge Ave.	Orange	CA	92865	Joint Sealants/Floor Seal	$ 75,000.00
Stantru Resources, Inc. dba Stantru Reinforcing Steel	11175 Redwood Ave.	Fontana	CA	92337	Rebar	$ 1,887,400.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-03

BID CATEGORY: 03, Structural & Site Concrete

DOLLAR VALUE: $ 7,924,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: K.A.R. Construction, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

K.A.R. Construction, Inc.

Address: 1306 West Brooks Street, Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, 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 03, Structural & Site Concrete

   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-8 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:

Seven Million Nine Hundred Twenty-Four Thousand and 00/100 Dollars

($ 7,924,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
K.A.R. CONSTRUCTION, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Kurt Rothweiler	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 04, Steel: Structural & Miscellaneous

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 04, Steel: Structural & Miscellaneous to Anderson Charnesky Structural Steel, Inc. of Beaumont, California, as the lowest responsive, responsible bidder in the amount of $7,079,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $7,079,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Steel: Structural & Miscellaneous portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 04 (Steel: Structural & Miscellaneous), a Class B or C-51 license was required. The construction cost estimate for the work was approximately $5,891,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Anderson Charnesky Structural Steel, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 04, Steel: Structural & Miscellaneous
Designated Subcontractors Summary – Anderson Charnesky Structural Steel, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 04 – Anderson Charnesky Structural Steel, Inc.

Cerritos Community College District

Bid No. 16P006, Category 04 (Steel: Structural & Miscellaneous)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Anderson Charnesky Structural Steel, Inc. Beaumont, CA	Junior Steel Co. Gardena, CA	Kern Steel Fabrication, Inc. Bakersfield, CA	McMahon Steel Company Chula Vista, CA
Base Bid Amount	$ 6,929,000.00	$ 7,207,300.00	$ 7,452,000.00	$ 8,139,374.00
Allowance Amount	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
TOTAL BASE BID AMOUNT	**$ 7,079,000.00**	**$ 7,357,300.00**	**$ 7,602,000.00**	**$ 8,289,374.00**
DELTA FROM LOWEST BID		$ 278,300.00	$ 523,000.00	$ 1,210,374.00
Bid Alternates				
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 04 (Steel: Structural & Miscellaneous)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Infinity Metals, Inc.	2001 Emery Ave.	La Habra	CA	90631	Metal Deck	$ 560,000.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-04

BID CATEGORY: 04, Steel: Structural & Miscellaneous

DOLLAR VALUE: $ 7,079,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Anderson Charnesky Structural Steel, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Anderson Charnesky Structural Steel, Inc.

Address: 353 Risco Circle, Beaumont, CA 92223
Phone: 951-769-5700
Fax: 951-769-5701

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Anderson Charnesky Structural Steel, 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 04, Steel: Structural and Miscellaneous

   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-51 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:

Seven Million Seventy-Nine Thousand and 00/100 Dollars

($ 7,079,000.00),

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.

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CONTRACTOR	**DISTRICT**
ANDERSON CHARNESKY STRUCTURAL STEEL, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Kevin Charnesky	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 05, Casework/Finish Carpentry

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 05, Casework/Finish Carpentry to K & Z Cabinet Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $378,580, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $378,580. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Casework/Finish Carpentry portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 05 (Casework/Finish Carpentry), a Class B or C-6 license was required. The construction cost estimate for the work was approximately $584,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, K & Z Cabinet Co., Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 05, Casework/Finish Carpentry
Designated Subcontractors Summary – K & Z Cabinet Co., Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 05 – K & Z Cabinet Co., Inc.

Cerritos Community College District

Bid No. 16P006, Category 05 (Casework/Finish Carpentry)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	K & Z Cabinet Co., Inc. Ontario, CA	Stolo Cabinets, Inc. Brea, CA	Pacific Architectural Millwork La Habra, CA
Base Bid Amount	$ 348,580.00	$ 384,477.00	$ 462,982.00
Allowance Amount	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 378,580.00**	**$ 414,477.00**	**$ 492,982.00**
DELTA FROM LOWEST BID		$ 35,897.00	$ 114,402.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 05 (Casework/Finish Carpentry)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
G.W. Surfaces	2432 Palma Drive	Ventura	CA	93003	Solid Surface Countertops	$ 93,383.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-05

BID CATEGORY: 05, Casework/Finish Carpentry

DOLLAR VALUE: $ 378,580.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: K & Z Cabinet Co., Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

K & Z Cabinet Co., Inc.

Address: 1450 South Grove Avenue, Ontario, CA 91761
Phone: 909-947-3567
Fax: 909-947-3264

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **K & Z Cabinet Co., 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 05, Casework/Finish Carpentry

   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 indicted 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-6 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:

Three Hundred Seventy-Eight Thousand Five Hundred Eighty and 00/100 Dollars

($ 378,580.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
K & Z CABINET CO., INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Dennis Chan	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 06, Metal Wall Panels/Composite Wall Panels/Rain Screen

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 06, Metal Wall Panels/Composite Wall Panels/Rain Screen to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,976,260, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,976,260. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Metal Wall Panels/Composite Wall Panels/Rain Screen portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 06

(Metal Wall Panels/Composite Wall Panels/Rain Screen), a Class B or C-43 license was required. The construction cost estimate for the work was approximately $1,865,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Best Contracting Services, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 06, Metal Wall Panels/Composite Wall Panels/Rain Screen
Designated Subcontractors Summary – Best Contracting Services, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 06 – Best Contracting Services, Inc.

Cerritos Community College District

Bid No. 16P006, Category 06 (Metal Wall Panels/Composite Wall Panels/Rain Screen)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Best Contracting Services, Inc. Gardena, CA	Danny Letner, Inc. dba Letner Roofing Co. Orange, CA
Base Bid Amount	$ 1,916,260.00	$ 3,116,000.00
Allowance Amount	$ 60,000.00	$ 60,000.00
TOTAL BASE BID AMOUNT	**$ 1,976,260.00**	**$ 3,176,000.00**
DELTA FROM LOWEST BID		$ 1,199,740.00
Bid Alternates		
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 06 (Metal Wall Panels/Composite Wall Panels/Rain Screen)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The prime contractor will not be using any subcontractors for this project.						

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-06

BID CATEGORY: 06, Metal Wall Panels/Composite Wall Panels/Rain Screen

DOLLAR VALUE: $ 1,976,260.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Best Contracting Services, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Best Contracting Services, Inc.

Address: 19027 So. Hamilton Avenue, Gardena, CA 90248
Phone: 310-328-6969
Fax: 310-328-9176

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Best Contracting Services, 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 06, Metal Wall Panels/Composite Wall Panels/Rain Screen

   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 ($ 2,500.00)** 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-43 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:

One Million Nine Hundred Seventy Six Thousand Two Hundred Sixty and 00/100 Dollars

($ 1,976,260.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
BEST CONTRACTING SERVICES, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: CEO/Secretary	Title: Vice President of Business Services
Print Name: Sean Tabazadeh	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT:	**Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents**

ACTION

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

1. Approve the relief of bid submitted by Commercial Roofing Systems, Inc. of Arcadia, California pursuant to California Public Contract Code Section 5100-5110, as there was a verified error in the bid; and

2. Approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents to Danny Letner, Inc. dba Letner Roofing Co. of Orange, California, as the lowest responsive, responsible bidder in the amount of $1,989,990, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,989,990. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and

associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Waterproofing/Sheet Metal/Roofing/Louvers and Vents portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 07 (Waterproofing/Sheet Metal/Roofing/Louvers and Vents), a Class B, C-35, or C-39 license was required. The construction cost estimate for the work was approximately $2,142,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four contractors submitted a bid for this category of the multi-prime bid.

The bid submitted by Commercial Roofing Systems, Inc. of Arcadia, CA was requested to be rescinded by the contractor due to clerical error pursuant to Public Contract Code Section (PCC) 5100-5110. Upon TCC's due diligence review of the proposed error, satisfactory evidence concluded that a valid error was made and that Commercial Roofing Systems, Inc. could be relieved of their bid pursuant to PCC Section 5100-5110. Therefore, in accordance with PCC 5103, the bid withdrawal request is considered valid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Due to the aforementioned reasons as stated above, and upon completion of Cerritos College's due diligence review, Letner Roofing Co. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents
Designated Subcontractors Summary – Letner Roofing Co.
Draft Contract Agreement for Bid No. 16P006 – Category 07 – Letner Roofing Co.

Cerritos Community College District

Bid No. 16P006, Category 07 (Waterproofing/Sheet Metal/Roofing/Louvers and Vents)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Commercial Roofing Systems, Inc.* Arcadia, CA	Danny Letner, Inc. dba Letner Roofing Co. Orange, CA	Best Contracting Services, Inc. Gardena, CA	Exbon Development, Inc. Garden Grove, CA
Base Bid Amount	$ 1,020,220.00	$ 1,919,990.00	$ 1,983,490.00	$ 2,449,600.00
Allowance Amount	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
TOTAL BASE BID AMOUNT	**$ 1,090,220.00**	**$ 1,989,990.00**	**$ 2,053,490.00**	**$ 2,519,600.00**
DELTA FROM LOWEST BID		$ 899,770.00	$ 963,270.00	$ 1,429,380.00
Bid Alternates				
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A

*Bid rescinded pursuant to PCC 5100 et seq.

Cerritos Community College District
Bid No. 16P006 - Category 07 (Waterproofing/Sheet Metal/Roofing/Louver and Vents)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
AEL Construction, Inc.	505 State Pl.	Escondido	CA	92029	Skylights	$ 110,400.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-07

BID CATEGORY: 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents

DOLLAR VALUE: $ 1,989,990.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Danny Letner, Inc. dba Letner Roofing Co.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Danny Letner, Inc. dba Letner Roofing Co.

Address: 1490 No. Glassell Street, Orange, CA 92867
Phone: 714-633-0030
Fax: 714-633-0280

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Danny Letner, Inc. dba Letner Roofing Co.** ("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 07, Waterproofing/Sheet Metal/Roofing/Louvers and Vents

   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-39, C-43 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:

One Million Nine Hundred Eighty Nine Thousand Nine Hundred Ninety and 00/100 Dollars

($ 1,989,990.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
DANNY LETNER, INC. DBA LETNER ROOFING CO.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Secretary	Title: Vice President of Business Services
Print Name: Stuart Hein	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

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, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 08, Doors/Frames/Hardware

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 08, Doors/Frames/Hardware to Construction Hardware Co. of Pomona, California, as the lowest responsive, responsible bidder in the amount of $395,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $395,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Doors/Frames/Hardware portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 08 (Doors/Frames/Hardware), a Class B, C-28, C-61/D-16, D-28, or D-24 license was required. The construction cost estimate for the work was approximately $401,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Five contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Construction Hardware Co. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 08, Doors/Frames/Hardware
Designated Subcontractors Summary – Construction Hardware Co.
Draft Contract Agreement for Bid No. 16P006 – Category 08 – Construction Hardware Co.

Cerritos Community College District

Bid No. 16P006, Category 08 (Doors/Frames/Hardware)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Construction Hardware Co. Pomona, CA	McKernan, Inc. Redlands, CA	ABBA Distributors dba Design Hardware Los Angeles, CA	Whitehead Construction, Inc. Riverside, CA	Inland Building Construction Co., Inc. San Bernardino, CA
Base Bid Amount	$ 375,000.00	$ 392,100.00	$ 443,099.00	$ 497,000.00	$ 511,900.00
Allowance Amount	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
TOTAL BASE BID AMOUNT	**$ 395,000.00**	**$ 412,100.00**	**$ 463,099.00**	**$ 517,000.00**	**$ 531,900.00**
DELTA FROM LOWEST BID		$ 17,100.00	$ 68,099.00	$ 122,000.00	$ 136,900.00
Bid Alternates					
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 08 (Doors/Frames/Hardware)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Golden Coast Builders, Inc.	7523 Benares Street	Downey	CA	90241	Install Doors/Frames/Hardware	$ 77,000.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-08

BID CATEGORY: 08, Doors/Frames/Hardware

DOLLAR VALUE: $ 395,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Construction Hardware Co.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Construction Hardware Co.

Address: 216 Pacific Street, Pomona, CA 91768
Phone: 909-594-9093
Fax: 909-595-8050

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Construction Hardware Co.** ("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 08, Doors/Frames/Hardware

   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-28, C-61 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:

Three Hundred Ninety-Five Thousand and 00/100 Dollars

($ 395,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
CONSTRUCTION HARDWARE CO.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Daniel Stewart	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 19

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 09, Storefront, Glass and Glazing

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 09, Storefront, Glass and Glazing to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $2,262,460, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,262,460. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Storefront, Glass and Glazing portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 09 (Storefront, Glass and Glazing), a Class B or C-17 license was required. The construction cost estimate for the work was approximately $2,825,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Best Contracting Services, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 09, Storefront, Glass and Glazing
Designated Subcontractors Summary – Best Contracting Services, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 09 – Best Contracting Services, Inc.

Cerritos Community College District

Bid No. 16P006, Category 09 (Storefront, Glass and Glazing)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Best Contracting Services, Inc. Gardena, CA	Tower Glass, Inc. Santee, CA
Base Bid Amount	$ 2,182,460.00	$ 2,385,009.00
Allowance Amount	$ 80,000.00	$ 80,000.00
TOTAL BASE BID AMOUNT	**$ 2,262,460.00**	**$ 2,465,009.00**
DELTA FROM LOWEST BID		$ 202,549.00
Bid Alternates		
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 09 (Storefront, Glass and Glazing)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Capital Builders Hardware, Inc. dba Capitol Door Service	4699 24th Street	Sacramento	CA	95822	Doors, Locks, Hardware	$ 15,754.00
Diverse Enterprises, Inc. dba Campbell Window Film	16321 Gothard Street, Suite A	Huntington Beach	CA	92647	Window Covering	$ 16,553.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-09

BID CATEGORY: 09, Storefront, Glass and Glazing

DOLLAR VALUE: $ 2,262,460.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Best Contracting Services, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Best Contracting Services, Inc.

Address: 19027 So. Hamilton Avenue, Gardena, CA 90248
Phone: 310-328-6969
Fax: 310-328-9176

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Best Contracting Services, 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 09, Storefront, Glass and Glazing

   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-17 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 Two Hundred Sixty-Two Thousand Four Hundred Sixty and 00/100 Dollars

($ 2,262,460.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
BEST CONTRACTING SERVICES, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: CEO/Secretary	Title: Vice President of Business Services
Print Name: Sean Tabazadeh	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 20

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 10, Metal Stud Framing/Drywall/Plaster

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 10, Metal Stud Framing/Drywall/Plaster to Brady Company/Los Angeles, Inc. of Anaheim, California, as the lowest responsive, responsible bidder in the amount of $6,366,754, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $6,366,754. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Metal Stud Framing/Drywall/Plaster portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 10 (Metal Stud Framing/Drywall/Plaster), a Class B, C-9, or Class C-35 license was required. The construction cost estimate for the work was approximately $6,386,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Brady Company/Los Angeles, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 10, Metal Stud Framing/Drywall/Plaster
Designated Subcontractors Summary – Brady Company/Los Angeles, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 10 – Brady Company/Los Angeles, Inc.

Cerritos Community College District

Bid No. 16P006, Category 10 (Metal Stud Framing/Drywall/Plaster)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Brady Company/Los Angeles, Inc. Anaheim, CA	Sierra Lathing Co., Inc. Rialto, CA	Caston, Inc. San Bernardino, CA
Base Bid Amount	$ 6,266,754.00	$ 7,120,747.00	$ 8,958,585.00
Allowance Amount	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID AMOUNT	**$ 6,366,754.00**	**$ 7,220,747.00**	**$ 9,058,585.00**
DELTA FROM LOWEST BID		$ 853,993.00	$ 2,691,831.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	$ (298,936.00)	$ (244,089.00)	$ (500,000.00)
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 10 (Metal Stud Framing/Drywall/Plaster)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Dittemore Insulation Contractors, Inc.	1619 Struck Ave.	Orange	CA	92867	Insulation	$ 531,890.00
Safe Scaffolding	23392 Via Alondra	Trabuco Canyon	CA	92679	Scaffolding	$ 394,400.00



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-10

BID CATEGORY: 10, Metal Stud Framing/Drywall/Plaster

DOLLAR VALUE: $ 6,366,754.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Brady Company/Los Angeles, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Brady Company/Los Angeles, Inc.

Address: 1010 No. Olive Street, Anaheim, CA 92807
Phone: 714-533-9850
Fax: 714-533-7113

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Brady Company/Los Angeles, 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 10, Metal Stud Framing/Drywall/Plaster

   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-9, C-35 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:

Six Million Three Hundred Sixty-Six Thousand Seven Hundred Fifty-Four and 00/100 Dollars

($ 6,366,754.00),

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.

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CONTRACTOR	**DISTRICT**
BRADY COMPANY/LOS ANGELES, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: William Saddler	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 21

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

SUBJECT: Consideration of Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 11, Flooring

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 11 (Flooring) pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Flooring portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 11 (Flooring), a Class B or C-15 license was required. The construction cost estimate for the work was approximately $778,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review of the bids received, Continental Flooring, Inc. submitted a bid protest regarding the bid received from Interior Resources, Inc. dba Commercial Interior Resources ("CIR") stating that CIR's bid was non-responsive because the allowance was not listed on the bid form and due to irregularities on their list of subcontractors form. It was further determined that Continental Flooring, Inc.'s bid protest was determined to be invalid based on the fact that they did not follow the bid protest procedures as stipulated in the bid and contract documents.

Staff finds that rejecting all bids would be in the best interest of the District. Rebidding this portion of the project work will not have an adverse impact on this project or the bond program.

For the reasons stated above, Staff recommends that all bids received for Category 11 (Flooring) be rejected pursuant to the bid and contract documents with the intent to re-bid this portion of the project.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 11, Flooring

Cerritos Community College District

Bid No. 16P006, Category 11 (Flooring)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Interior Resources, Inc. dba Commercial Interior Resources* Irvine, CA	Continental Flooring, Inc. Rancho Cucamonga, CA	Donald M. Hoover Company Fontana, CA
Base Bid Amount	$ 1,025,213.69	$ 1,046,721.00	$ 1,051,455.00
Allowance Amount	$ -	$ 40,000.00	$ 40,000.00
TOTAL BASE BID AMOUNT	**$ 1,025,213.69**	**$ 1,086,721.00**	**$ 1,091,455.00**
DELTA FROM LOWEST BID		$ 61,507.31	$ 66,241.31
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A
TOTAL BASE BID AMOUNT PLUS ALTERNATES	**$ 1,025,213.69**	**$ 1,086,721.00**	**$ 1,091,455.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		$ 61,507.31	$ 66,241.31

* Bid determined to be non-responsive

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 22

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 12, Tile

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 12, Tile to Continental Marble and Tile Company of Corona, California, as the lowest responsive, responsible bidder in the amount of $774,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $774,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Flooring portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 12 (Tile), a Class B or C-54 license was required. The construction cost estimate for the work was approximately $659,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Continental Marble and Tile Company is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 12, Tile
Designated Subcontractors Summary – Continental Marble and Tile Company
Draft Contract Agreement for Bid No. 16P006 – Category 12 – Continental Marble and Tile Company

Cerritos Community College District

Bid No. 16P006, Category 12 (Tile)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Continental Marble and Tile Company Corona, CA	Inland Pacific Tile, Inc. San Bernardino, CA
Base Bid Amount	$ 724,000.00	$ 923,000.00
Allowance Amount	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 774,000.00**	**$ 973,000.00**
DELTA FROM LOWEST BID		$ 199,000.00
Bid Alternates		
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 12 (Tile)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The prime contractor will not be using any subcontractors for this project.						

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-12

BID CATEGORY: 12, Tile

DOLLAR VALUE: $ 774,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Continental Marble and Tile Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Continental Marble and Tile Company

Address: 2460 Anselmo Drive, Corona, CA 92879
Phone: 951-284-1776
Fax: 951-284-2999

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Continental Marble and Tile Company** ("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 12, Tile

   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-54 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:

Seven Hundred Seventy-Four Thousand and 00/100 Dollars

($ 774,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
CONTINENTAL MARBLE AND TILE COMPANY	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: George Ballantyne	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

Agenda Item No. 23

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 13, Acoustical Treatments

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 13, Acoustical Treatments to Elljay Acoustics, Inc. of Placentia, California, as the lowest responsive, responsible bidder in the amount of $543,470, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $543,470. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Acoustical Treatments portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 13 (Acoustical Treatments), a Class B or C-2 license was required. The construction cost estimate for the work was approximately $375,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Elljay Acoustics, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 13, Acoustical Treatments
Designated Subcontractors Summary – Elljay Acoustics, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 13 – Elljay Acoustics, Inc.

Cerritos Community College District

Bid No. 16P006, Category 13 (Acoustical Treatments)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Elljay Acoustics, Inc. Placentia, CA	Preferred Ceilings, Inc. Brea, CA	Southcoast Acoustical Interiors, Inc. Fontana, CA	CG Acoustics, Inc. Canyon Lake, CA
Base Bid Amount	$ 513,470.00	$ 518,250.00	$ 551,700.00	$ 687,300.00
Allowance Amount	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 543,470.00**	**$ 548,250.00**	**$ 581,700.00**	**$ 717,300.00**
DELTA FROM LOWEST BID		$ 4,780.00	$ 38,230.00	$ 173,830.00
Bid Alternates				
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 13 (Acoustical Treatments)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount

The prime contractor will not be using any subcontractors for this project.

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-13

BID CATEGORY: 13, Acoustical Treatments

DOLLAR VALUE: $ 543,470.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Elljay Acoustics, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Elljay Acoustics, Inc.

Address: 511 Cameron Street, Placentia, CA 92870
Phone: 714-961-1173
Fax: 714-961-1586

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Elljay Acoustics, 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 13, Acoustical Treatments

   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-2 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:

Five Hundred Forty-Three Thousand Four Hundred Seventy and 00/100 Dollars

($ 543,470.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
ELLJAY ACOUSTICS, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Ronald Bishop	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 14, Painting

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 14, Painting to Triumph Painting of Riverside, California, as the lowest responsive, responsible bidder in the amount of $588,800, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount $588,800. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Painting portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 14 (Painting), a Class B or C-33 license was required. The construction cost estimate for the work was approximately $463,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Triumph Painting is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 14, Painting
Designated Subcontractors Summary – Triumph Painting
Draft Contract Agreement for Bid No. 16P006 – Category 14 – Triumph Painting

Cerritos Community College District

Bid No. 16P006, Category 14 (Painting)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Triumph Painting Riverside, CA	Borbon, Inc. Buena Park, CA	Fix Painting Co. Woodland Hills, CA
Base Bid Amount	$ 568,800.00	$ 597,779.00	$ 982,500.00
Allowance Amount	$ 20,000.00	$ 20,000.00	$ 20,000.00
TOTAL BASE BID AMOUNT	**$ 588,800.00**	**$ 617,779.00**	**$ 1,002,500.00**
DELTA FROM LOWEST BID		$ 28,979.00	$ 413,700.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	$ 23,800.00	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 14 (Painting)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount

The prime contractor will not be using any subcontractors for this project.

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-14

BID CATEGORY: 14, Painting

DOLLAR VALUE: $ 588,800.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Triumph Painting

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Triumph Painting

Address: 3234 Orange Street, Riverside, CA 92501
Phone: 951-680-9930
Fax: 951-680-9931

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AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Triumph Painting** ("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 14, Painting

   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-33 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:

Five Hundred Eighty-Eight Thousand Eight Hundred and 00/100 Dollars

($ 588,800.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
TRIUMPH PAINTING	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Owner	Title: Vice President of Business Services
Print Name: Valerie Herder	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

Agenda Item No. 25

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 15, Miscellaneous Specialties

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 15, Miscellaneous Specialties to Inland Building Construction Companies, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $2,380,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,380,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Miscellaneous Specialties portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 15 (Miscellaneous Specialties), a Class B license was required. The construction cost estimate for the work was approximately $2,854,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Inland Building Construction Companies, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 15, Miscellaneous Specialties
Designated Subcontractors Summary – Inland Building Construction Companies, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 15 – Inland Building Construction Companies, Inc.

Cerritos Community College District

Bid No. 16P006, Category 15 (Miscellaneous Specialties)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Inland Building Construction Co., Inc. San Bernardino, CA	W.D. Gott Construction Co. Upland, CA	Plyco Corp. Norco, CA
Base Bid Amount	$ 2,280,000.00	$ 2,283,000.00	$ 3,600,000.00
Allowance Amount	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID AMOUNT	**$ 2,380,000.00**	**$ 2,383,000.00**	**$ 3,700,000.00**
DELTA FROM LOWEST BID		$ 3,000.00	$ 1,320,000.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 15 (Miscellaneous Specialties)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Final Cleaning Solutions, Inc.	8107 Bell Avenue	Los Angeles	CA	90001	Final Clean	$ 109,000.00
Smoke Guard California, Inc.	9865 So. Pioneer Blvd.	Santa Fe Springs	CA	90670	Smoke Doors	$ 13,000.00
South Coast Industrial Door, Inc.	280 North Smith Ave.	Corona	CA	92880	Coiling Door	$ 41,000.00
Claridge Products	180 N. Sherman Ave.	Corona	CA	92882	Visual Display	$ 24,000.00
BEB Wallcovering	12223 Highland Ave. #106-538	Rancho Cucamonga	CA	91739	Wall Protection	$ 72,000.00
Architectural Sign Identity, Inc.	1247 S. Buena Vista, Suite E	San Jacinto	CA	92583	Signs	$ 50,000.00
Stumbaugh & Associates, Inc.	3303 North San Fernando Blvd.	Burbank	CA	91504	Toilet Compartments/Accessories	$ 116,000.00
California Facility Specialties, Inc.	161 Mercury Circle	Pomona	CA	91768	Metal Lockers	$ 113,000.00
Interra Furnishings, Inc.	1550 South Coast Highway, Suite 202	Laguna Beach	CA	92651	Mobile Storage	$ 55,000.00
Wenger Traffic Corporation dba Wenger Install	555 Park Drive	Owatonna	MN	55060	Storage Specialties	$ 521,000.00
Stagecraft Industries, Inc.	PO Box 4442	Portland	OR	97208	Rigging & Curtains	$ 24,000.00
Otis Elevator Company	711 E. Ball Road #200	Anaheim	CA	92805	Elevator	$ 220,000.00
Krueger International, Inc. dba KI	1330 Bellevue Street	Green Bay	WI	54302	Demountable Partitions	$ 248,000.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-15

BID CATEGORY: 15, Miscellaneous Specialties

DOLLAR VALUE: $ 2,380,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Inland Building Construction Companies, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Inland Building Construction Companies, Inc.

Address: 323 South Sierra Way, San Bernardino, CA 92408
Phone: 909-884-6276
Fax: 909-889-6936

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Inland Building Construction Companies, 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 15, Miscellaneous Specialties

   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 B 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 Three Hundred Eighty Thousand and 00/100 Dollars

($ 2,380,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
INLAND BUILDING CONSTRUCTION COMPANIES, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President of Business Services
Print Name: Lori Hyder	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 26

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

SUBJECT: Consideration of Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 16, Fire Sprinkler (Bldg.)

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 16, Fire Sprinkler (Bldg.) pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Fire Sprinkler (Bldg.) portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 16 (Fire Sprinkler, Bldg.), a Class B or C-16 license was required. The construction cost estimate for the work was approximately $615,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review of the bids received, it was determined that Apex Fire Protection failed to sign the submitted bid, rendering their bid as non-responsive as stipulated in the bid and contract documents.

Staff finds that rejecting all bids would be in the best interest of the District. Rebidding this portion of the project work will not have an adverse impact on this project or the bond program.

For the reasons stated above, Staff recommends that all bids received for Category 16 (Fire Sprinkler) be rejected pursuant to the bid and contract documents with the intent to re-bid this portion of the project.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 16, Fire Sprinkler (Bldg.)

Cerritos Community College District

Bid No. 16P006, Category 16 (Fire Sprinkler - Bldg.)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Apex Fire Protection* Montrose, CA	Daart Engineering Company, Inc. San Bernardino, CA	Southwest Fire Protection Co. Monrovia, CA
Base Bid Amount	$ 445,300.00	$ 488,183.00	$ 566,700.00
Allowance Amount	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 475,300.00**	**$ 518,183.00**	**$ 596,700.00**
DELTA FROM LOWEST BID		$ 42,883.00	$ 121,400.00
Bid Alternates			
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A

* Bid determined to be non-responsive

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 27

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 17, HVAC

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 17, HVAC to Couts Heating & Cooling, Inc. of Corona, California, as the lowest responsive, responsible bidder in the amount of $4,237,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $4,237,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the HVAC portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 17 (HVAC), a Class B or C-20 license was required. The construction cost estimate for the work was approximately $5,411,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Six contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Couts Heating & Cooling, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 17, HVAC
Designated Subcontractors Summary – Couts Heating & Cooling, Inc.
Draft Contract Agreement for Bid No. 16P006 – Category 17 – Couts Heating & Cooling, Inc.

Cerritos Community College District

Bid No. 16P006, Category 17 (HVAC)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Couts Heating & Cooling, Inc. Corona, CA	Scorpio Enterprises dba Aire-Masters Air Conditioning Santa Fe Springs, CA	Liberty Climate Control, Inc. South El Monte, CA	ACH Mechanical Contractors, Inc. Redlands, CA	Los Angeles Air Conditioning, Inc. La Verne, CA	Allison Mechanical, Inc. Redlands, CA
Base Bid Amount	$ 4,112,000.00	$ 4,150,000.00	$ 4,279,000.00	$ 5,100,000.00	$ 5,222,000.00	$ 5,950,000.00
Allowance Amount	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00
TOTAL BASE BID AMOUNT	**$ 4,237,000.00**	**$ 4,275,000.00**	**$ 4,404,000.00**	**$ 5,225,000.00**	**$ 5,347,000.00**	**$ 6,075,000.00**
DELTA FROM LOWEST BID		$ 38,000.00	$ 167,000.00	$ 988,000.00	$ 1,110,000.00	$ 1,838,000.00
Bid Alternates						
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	N/A	N/A	N/A	N/A	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A	N/A	N/A

Cerritos Community College District
Bid No. 16P006 - Category 17 (HVAC)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Envise	7421 Orangewood Ave.	Garden Grove	CA	92841	Controls	$ 488,000.00
So-Cal Insulation, Inc.	2401 Eads Street	Los Angeles	CA	90031	Insulation	$ 131,775.00
Los Angeles Air Balance Co., Inc.	1848 W. 11th Street, Unit N	Upland	CA	91786	Test & Balance	$ 31,577.00
West Coast Firestopping, Inc.	1130 W. Trenton Ave.	Orange	CA	92867	Firestopping	$ 5,100.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-17

BID CATEGORY: 17, HVAC

DOLLAR VALUE: $ 4,237,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Couts Heating & Cooling, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Couts Heating & Cooling, Inc.

Address: 1693 Rimpau Avenue, Corona, CA 92881
Phone: 951-278-5560
Fax: 951-278-5570

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Couts Heating & Cooling, 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 17, HVAC

   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-20 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:

Four Million Two Hundred Thirty-Seven Thousand and 00/100 Dollars

($ 4,237,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
COUTS HEATING & COOLING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Secretary/Treasurer	Title: Vice President of Business Services
Print Name: John Couts	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

Agenda Item No. 28

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

SUBJECT: Consideration of Approval of Bid No. 16P006, Health and Wellness Complex – Category 18, Electrical/Communications/Fire Alarm

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P006, Health and Wellness Complex – Category 18, Electrical/Communications/Fire Alarm to Taft Electric Company of Ventura, California, as the lowest responsive, responsible bidder in the amount of $5,356,443, which equals the Total Base Bid Amount plus Alternate No. 2.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternate No. 2 is $5,356,443. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Electrical/Communications/Fire Alarm portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 18 (Electrical/Communications/Fire Alarm), a Class B or C-10 license was required. The construction cost estimate for the work was approximately $6,995,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Taft Electric Company is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 18, Electrical/Communications/Fire Alarm
Designated Subcontractors Summary – Taft Electric Company
Draft Contract Agreement for Bid No. 16P006 – Category 18 – Taft Electric Company

Cerritos Community College District

Bid No. 16P006, Category 18 (Electrical/Communications/Fire Alarm)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Taft Electric Company Ventura, CA	Neubauer Electric, Inc. Garden Grove, CA	Comet Electric, Inc. Chatsworth, CA	Daniel's Electrical Const. Co., Inc. Fontana, CA
Base Bid Amount	$ 5,226,443.00	$ 5,594,000.00	$ 6,954,000.00	$ 8,625,000.00
Allowance Amount	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00
TOTAL BASE BID AMOUNT	**$ 5,351,443.00**	**$ 5,719,000.00**	**$ 7,079,000.00**	**$ 8,750,000.00**
DELTA FROM LOWEST BID		$ 367,557.00	$ 1,727,557.00	$ 3,398,557.00
Bid Alternates				
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	$ 5,000.00	$ 3,500.00	$ 19,130.00	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A	N/A	N/A
TOTAL BASE BID AMOUNT PLUS ALTERNATES	**$ 5,356,443.00**	**$ 5,722,500.00**	**$ 7,098,130.00**	**$ 8,750,000.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		$ 366,057.00	$ 1,741,687.00	$ 3,393,557.00

Cerritos Community College District
Bid No. 16P006 - Category 18 (Electrical/Communications/Fire Alarm)
Project: Health and Wellness Complex
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
SimplexGrinnell, LP	12728 Shoemaker Ave.	Santa Fe Springs	CA	90670	Fire Alarm	$ 706,700.00

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18

BID CATEGORY: 18, Electrical/Communications/Fire Alarm

DOLLAR VALUE: $ 5,356,443.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Taft Electric Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Taft Electric Company

Address: 1694 Eastman Avenue, Ventura, CA 93003
Phone: 805-642-0121
Fax: 805-650-9015

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("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 18, Electrical/Communications/Fire Alarm

   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-10 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:

Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars

($ 5,356,443.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
TAFT ELECTRIC COMPANY	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: James Marsh	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 29

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

SUBJECT: Consideration of Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 19, Landscaping & Irrigation

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 19, Landscaping & Irrigation pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the Landscaping & Irrigation portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 19 (Landscaping & Irrigation), a Class B or C-27 license was required. The construction cost estimate for the work was approximately $397,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two contractors submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review, it was determined that Preferred Landscape, Inc. failed to acknowledge Addenda Nos. 1 – 4, rendering their bid as non-responsive as stipulated in the bid and contract documents.

Staff finds that rejecting all bids would be in the best interest of the District. Rebidding this portion of the project work will not have an adverse impact on this project or the bond program.

For the reasons stated above, Staff recommends that all bids received for Category 19 (Landscaping & Irrigation) be rejected pursuant to the bid and contract documents with the intent to re-bid this portion of the project.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 19, Landscaping & Irrigation

Cerritos Community College District

Bid No. 16P006, Category 19 (Landscaping & Irrigation)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Preferred Landscape, Inc.* Artesia, Ca	Marina Landscape, Inc. Orange, CA
Base Bid Amount	$ 305,000.00	$ 480,800.00
Allowance Amount	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 335,000.00**	**$ 510,800.00**
DELTA FROM LOWEST BID		$ 175,800.00
Bid Alternates		
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A	$ (17,000.00)
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A	N/A

* Bid determined to be non-responsive

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 30

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

SUBJECT: Consideration of Rejection of All Bids for Bid No. 16P006, Health and Wellness Complex – Category 20, IT/Low Voltage

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 20 (IT/Low Voltage) pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

Funding for the initial advertising of this project, and the rebid of this bid category, will be allocated from the GO Bond.

REPORT SUMMARY

On October 18, 2016 and October 25, 2016, Cerritos College advertised the release of Bid No. 16P006 for the Health and Wellness Complex project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. On December 16, 2016 and December 23, 2016, Cerritos College then re-advertised the release of Bid No. 16P006 for the Health and Wellness Complex project inclusive of Bid Category 01. A total of 405 prequalified contractors were contacted for this project. The project includes, but is not limited to, a new complex which consists of four buildings and associated site improvements such as landscape improvements, underground utilities, site concrete, and site furnishing. This particular bid category scope of work pertains to the IT/Low Voltage portion of the project work.

The bid category had a bid due date of January 12, 2017. The project was bid as a multi-prime project, whereby Cerritos College bid twenty categories for various elements of the Project work. For Category 20 (IT/Low Voltage), a Class B, C-7, or C-10 license was required. The construction cost estimate for the work was approximately $1,008,000.

Attendance was optional at the pre-bid conference meetings and job walks scheduled on November 4, 2016 and December 23, 2016. A combined attendance total of forty contractors attended the optional pre-bid conference and job walk meetings on November 4, 2016 and December 23, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. One contractor submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review, it was determined that the apparent low bidder did not fill out the allowance on the bid form submitted; the apparent low bidder has since acknowledged that they did not account for the required allowance. Therefore, the bid is determined to be non-responsive.

Staff finds that rejecting all bids would be in the best interest of the District. Rebidding this portion of the project work will not have an adverse impact on this project or the bond program.

For the reasons stated above, Staff recommends that all bids received for Category 20 (IT/Low Voltage) be rejected pursuant to the bid and contract documents with the intent to re-bid this portion of the project.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P006, Health and Wellness Complex – Category 20, IT/Low Voltage

Cerritos Community College District

Bid No. 16P006, Category 20 (IT/Low Voltage)

Project: Health and Wellness Complex

Bid Opening Results

Bid Due Date: January 12, 2017; 2:00 pm

	Pacific Coast Cabling, Inc. dba PCC Network Solutions* Chatsworth, CA
Base Bid Amount	$ 195,325.34
Allowance Amount	$ -
TOTAL BASE BID AMOUNT	**$ 195,325.34**
DELTA FROM LOWEST BID	
Bid Alternates	
A1 - Alternate for High Performance Concrete Panels, Specified Finish	N/A
A2 - Alternate for AB219 Prevailing Wage for Ready Mix Drivers	N/A
A3 - Alternate for Treating Grass with Herbicide Prior to Demolition	N/A

* Bid determined to be non-responsive

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 31

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

SUBJECT: Consideration of Approval of Bid No. 16P007, Shade Structures – Category 06, Translucent Roof Panels

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 16P007, Shade Structures – Category 06, Translucent Roof Panels to Harwood Construction, Inc. of La Verne, California, as the lowest responsive, responsible bidder in the amount of $800,000, which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $800,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

The Shade Structures – Category 06, Translucent Roof Panels project was initially bid as one of the bid categories under Bid No. 16P002. On August 2, 2016 and August 9, 2016, Cerritos College advertised the release of Bid No. 16P002 for the Shade Structures project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. The initial bid due date was September 8, 2016. The project was bid as a multi-prime project, whereby Cerritos College bid six categories for various elements of the Project work. For Category 06 (Insulated Translucent Roof Panels), a Class C-17, Class C-39, or Class C-43 license was required. The construction cost estimate for the project was $1,270,000. Attendance at either of the two pre-bid conference meeting and job walks scheduled on August 12, 2016 and August 19, 2016 was optional.

Four contractors submitted bids for this category of the initial multi-prime bid. During Cerritos College's due diligence review, RB Sheet Metal submitted a bid protest regarding the bid received from Queen City Glass Co. stating Queen City Glass Co.'s bid was non-responsive because Queen City Glass Co. listed a subcontractor that is not a prequalified trade C-17 trade subcontractor. The intent of the bid was not to require

any of the subcontractors for the installation of translucent panels to be prequalified as the installation of Insulated Translucent Roof Panels can accomplished through multiple licenses, including specialty licensing. Staff made the recommendation during the November 2, 2016 Board of Trustees Meeting that all bids be rejected for this category per the bid and contract documents, and per Public Contract Code 22038, with the intent to rebid in order to reassess the instructions and specifications with the intent to alleviate any real or perceived misinterpretation so all bidders interested in bidding the project understand the college's intent. Subsequently, the Board rejected all bids during the November 2, 2016 Board meeting with the intent to re-bid this project category.

On November 30, 2016 and December 7, 2016, Cerritos College advertised the release of Bid No. 16P007 for the Shade Structures, Bid Category 06 project as a rebid of the aforementioned project work. In addition to advertisement in a local area publication, all Class C-17, C-39, and C-43 contractors on Cerritos College's outreach list were invited to provide a bid for the project. A total of twenty-six contractors were contacted for this project.

The bid had a bid due date of January 5, 2017. The project required that contractors have a valid Class C-17, Class C-39, or Class C-43 contractor's license. The construction cost estimate for the work was approximately $1,200,000.

Attendance was optional at the pre-bid conference meeting and job walk scheduled on December 9, 2016. An attendance total of two contractors attended the optional pre-bid conference and job walk meeting on December 9, 2016.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted bids for the project.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Harwood Construction, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P007, Health and Wellness Complex – Category 06, Translucent Roof Panels
Designated Subcontractors Summary – Harwood Construction, Inc.
Draft Contract Agreement for Bid No. 16P007 – Category 06 – Harwood Construction, Inc.

Cerritos Community College District

Bid No. 16P007, Category 06 (Translucent Roof Panels)

Project: Shade Structures

Bid Opening Results

Bid Due Date: January 5, 2017; 2:00 pm

	Harwood Construction, Inc. La Verne, CA	Best Contracting Services, Inc. Gardena, CA	Danny Letner, Inc. dba Letner Roofing Co. Orange, CA
Base Bid Amount	$ 775,000.00	$ 829,135.00	$ 964,800.00
Allowance Amount	$ 25,000.00	$ 25,000.00	$ 25,000.00
TOTAL BASE BID AMOUNT	**$ 800,000.00**	**$ 854,135.00**	**$ 989,800.00**
DELTA FROM LOWEST BID		$ 54,135.00	$ 189,800.00

Cerritos Community College District
Bid No. 16P007 - Category 06 (Translucent Roof Panels)
Project: Shade Structures, Bid Category 06
Designated Subcontractors Summary

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
The prime contractor will not be using any subcontractors for this project.						

PROJECT: Shade Structures, Category 06 / BID NO.: 16P007

DATE OF CONTRACT: March 3, 2017 / CONTRACT NO.: 16P007-06

BID CATEGORY: 06, Translucent Roof Panels

DOLLAR VALUE: $ 800,000.00

LIQUIDATED DAMAGES: $2,500 per day

CONTRACTOR: Harwood Construction, Inc.

TERM: 279 Calendar days

TIME FOR COMPLETION:_____

Harwood Construction, Inc.

Address: 1695 Curtiss Court, La Verne, CA 91750
Phone: 909-593-6555
Fax: 909-593-4034

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Harwood Construction, 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: **16P007, Shade Structures BC-06**
   Category 06, Translucent Roof Panels

   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 **TWO HUNDRED SEVENTY-NINE (279)** 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 **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($ 2,500.00)** 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-17 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:

Eight Hundred Thousand and 00/100 Dollars

($ 800,000.00),

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.

DRAFT

CONTRACTOR	**DISTRICT**
HARWOOD CONSTRUCTION, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Bryant Harwood	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.

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 32

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 15P007, Campus Wayfinding Project

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for Dalke & Sons Construction, Inc. of Riverside, California for the Campus Wayfinding project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $1,198,555 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to Dalke & Sons Construction, Inc. on February 17, 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 14, 2016. 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 – Dalke & Sons 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: **Campus Wayfinding, Bid No. 15P007** contract for the doing of which was heretofore entered into on the **17th of February, 2016** which contract was made with **Dalke & Sons Construction, Inc.**, contract number **15P007**, as contractor; that said improvements were completed on the **14th of December, 2016**, and accepted by formal action of the governing board of said DISTRICT on the **1st of March, 2017**; 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: **March 1, 2017**
Agenda Item No. 33

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

SUBJECT: Consideration of Approval to Award Independent Contractor Services Agreement with Fast Deer Bus Charter, Inc. for Cerritos College's Charter Bus Services Pool

ACTION

It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Fast Deer Bus Charter, Inc. for the purpose of creating a qualified pool of charter bus services for the District pursuant to Request for Proposals (RFP) No. 16C0025, Charter Bus Services.

FISCAL IMPACT

Cerritos College's average annual cost for chartered bus services is approximately $250,000.00. Funding for the bus services will be allocated from the Facilities Department and applicable District and/or Student Activities approved budget.

REPORT SUMMARY

On August 23, 2016 and August 30, 2016, Cerritos College advertised the release of Request for Proposals (RFP) No. 16C0025 for Charter Bus Services. In addition to advertisement in a local publication, all registered vendors were invited to provide an RFP for the charter bus services.

The RFP had a due date of September 15, 2016. The services include, but are not limited to, providing charter bus services for student field trips and athletic events. The companies selected will enter into a contract with the District through the District's standard Independent Contractor Services Agreement. The agreement contains the general terms and conditions under which the contractor will perform bus services to the District. The term of a contract awarded pursuant to the RFP would be for three years starting on March 15, 2017 and ending on March 14, 2020, with the option of two one-year renewal terms.

Five companies submitted proposals by the due date and time. Upon evaluation of the proposals submitted, two companies were shortlisted by the evaluation committee, and subsequently interviewed by the committee during the month of October. The two shortlisted companies who were interviewed include the following:

- Fast Deer Bus Charter, Inc., Montebello, CA
- Transportation Charter Services, Inc., Orange, CA

The evaluation committee determined to utilize both shortlisted companies on a trial basis for the month of November through January. Upon completion of the trail months, the evaluation committee decided to proceed with the award to both companies to create more flexibility regarding charter bus services options and costs.

A Best and Final Offer (BAFO) was sent to both companies in December and received in January. Upon completion of the District's due diligence review and further negotiations with the companies, the District finds that contracting with the above-referenced companies through an Independent Contractor Agreement is in the best interest of the District.

The District is recommending that the Board of Trustees authorize the District to enter into an Independent Contractor Services Agreement with Fast Deer Bus Charter, Inc. for charter bus services.

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

ATTACHMENT(S)
Draft of Contract No. 16C0145, Independent Contractor Services Agreement -- Fast Deer Bus Charter, Inc.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0145

PARTIES AND DATE

This Agreement is made and entered into this **2nd** day of **March**, **2016**, 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 **Fast Deer Bus Charter, Inc. (TCS)** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 8105 Slauson Ave., Montebello, CA 90640. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 16C0025, Charter Bus Services dated August 23, 2016, Addendum No. 1 dated September 9, 2016, and Offeror's written responses thereto.

WHEREAS, the District desires to obtain an independent contractor for **Charter Bus Services** for various trips, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the services required by DISTRICT, and such services are needed by DISTRICT from time to time on a routine basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the needs of the 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 **Charter Bus Services** as specified in the Request for Proposal (RFP) No. 16C0025, and as outline in the attached Exhibit "B" incorporated into this agreement hereto 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 **Charter Bus Services** 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 **March 15, 2017**, and end on **March 14, 2020**, 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 **Charter Bus Services** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. At its sole discretion, the District may amend the Agreement for two (2) one-year (1) additional terms.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement per the Service Rates listed on Exhibit "C" incorporated into this agreement hereto by this reference.

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 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.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 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 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.

4.3 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.

4.4 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.

4.5 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **David Moore, Director of Physical Plant and Construction Services** 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.

4.6 CONTRACTOR hereby designates **Eddie Wong, President** or his 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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 4.10.

4.12 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.

4.13 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:* $5,000,000 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.

7.2 CONTRACTOR may, by written notice to DISTRICT, terminate this Agreement at any time and without cause by giving written notice to DISTRICT of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon this termination, DISTRICT shall only be obligated to compensate CONTRACTOR for services satisfactorily rendered to the date of termination. Written notice by CONTRACTOR shall be sufficient to stop further performance of services to DISTRICT.

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 **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 service, 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.

14.0 Not Used.

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.

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. Director of Purchasing and Contract Administration Tel: (562) 467-5203	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: _____

[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: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

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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: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

EXHIBIT "B"

SUPPLEMENTAL TERMS & CONDITIONS

These Supplemental Terms and Conditions shall govern should there be any inconsistencies between these Supplemental Terms and Conditions and the contract clauses in the Agreement.

1. SCOPE OF CONTRACT

The CONTRACTOR shall furnish, operate, and maintain one or more buses for the transportation of students and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be either within or without the DISTRICT and on any day of days during the term of the contract.

The party contracting to transport student agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the Education Code, any other governing State agency, and the said DISTRICT governing board relating to the transportation of students.

2. CONTRACT DOCUMENTS

The complete contract includes the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: the Agreement, the District's RFP No. 16C0025, Charter Bus Services dated August 23, 2016, Addendum No. 1 dated September 9, 2016, the performance bond, and Offeror's written responses thereto.

3. FAILURE TO PERFORM

It is agreed by the parties that time is of the essence in the performance of services to be provided by CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services, which were to have been provided by CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR and/or its sureties. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.

4. TRIP SCHEDULING

All trips shall be scheduled through the DISTRICT'S Facilities Department. The CONTRACTOR, upon receipt of the scheduled trip, shall confirm with the DISTRICT'S Facilities Department, either by mail or telephone, one week prior to the week of scheduled trip.

5. TERMINATION OF AGREEMENT

If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) calendar days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days, cease and terminate.

In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR and/or the CONTRACTOR's sureties, as the case may be. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT.

6. DEFAULT FOR NONPERFORMANCE

The CONTRACTOR shall be considered in default and the Agreement subject to termination as noted above if:

a. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
b. The CONTRACTOR fails to comply with the requirements of the Agreement;
c. The CONTRACTOR fails to adhere to bus schedules;
d. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the DISTRICT.

7. SAFETY PROGRAM

The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this contract, who shall be required to attend regularly scheduled safety meetings at least four time per year. DISTRICT shall be notified of the date, time, and place of such meetings and shall be invited to attend.

The CONTRACTOR shall plan and implement a comprehensive safety program and shall provide a qualified driver instructor to conduct the program. The cost of such safety program shall be borne by the CONTRACTOR.

8. TRIP FAILURES

In case of failure to show for a previously arranged trip, the CONTRACTOR shall remit to the DISTRICT an amount equal to the amount charged to the DISTRICT for failure to cancel. Tardiness to the extent that it is necessary to cancel the trip shall carry the same condition.

The DISTRICT may collect any extra cost incurred by default from the CONTRACTOR and/or the Surety on the Performance Bond.

9. EQUIPMENT REQUIREMENTS

All buses supplied under this contract shall be approved buses, as defined by applicable statutory or administrative codes, including the California School Bus Inspection Code, and must, in addition, meet the approval of the DISTRICT.

10. WHEELCHAIR

Wheelchair buses must have a capacity of two (2) or more ambulatory passengers as certified by the California Highway Patrol. Roofs must be hi-top or extended. Ramps must have a safety catch, which will prevent wheelchair roll off when the lift is raised. Lifts must be flat or tilted up when the bus is in a level position. In no case should the lift tilt downward, when the bus is in a level position. The lift must be operable by the driver from inside or outside the bus, or if the driver is riding on the lift.

11. CLEANING AND REPAIRS

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

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12. REQUIRED MODIFICATION OF EQUIPMENT

Any installation or modification of equipment required by a change in law or regulation shall be made by the CONTRACTOR and the DISTRICT shall be notified of such work. Such required installations or modifications cost shall be borne by the CONTRACTOR and shall be scheduled in a manner that will not interfere with service to the DISTRICT.

13. TWO-WAY RADIOS

The CONTRACTOR shall provide two-way radio equipment for each bus servicing the Agreement, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times during the term of the Agreement. Failure to maintain each radio or each bus in good working order at all times when such buses are being assigned to transport students shall be a material breach of the CONTRACTOR'S obligations pursuant to this Agreement.

14. CHP RATING

The CONTRACTOR shall, prior to the start of each school year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.

15. CONTRACTOR'S PERSONNEL

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT.

16. ID BADGES

Each CONTRACTOR employee in service to the DISTRICT shall be required to wear an identification badge supplied by the CONTRACTOR. This badge will display, the CONTRACTOR'S name, the employee's name and position, and the employee's picture.

17. BUS DRIVERS

a. All drivers employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain a valid Commercial Driver's License and Bus Drivers Certificate.
b. All drivers must be in good health at all times when driving buses in service of the DISTRICT.
c. When driving buses in service of the DISTRICT, all drivers shall be well groomed and shall wear the uniform provided by the CONTRACTOR.

18. LATE SERVICE

It is expected that bus service is to be provided on an on time basis. For purposes of evaluating the CONTRACTOR, a bus will be considered late when arriving at designated destinations fifteen (15) minutes or more after the scheduled time.

19. UNAVAILABILITY OF BUSES

If a bus of the size and type requested is not available for the DISTRICT's use, it is the CONTRACTOR's responsibility to arrange for a bus of the type and size required from another bus company. The CONTRACTOR shall invoice the District for buses provided by other companies at the rates specified herein. Frequent use of subcontracted buses shall be grounds for termination of this contract.

20. REFUSAL OF ORDERS BY CONTRACTOR

In the event that the CONTRACTOR refuses to take a DISTRICT order for bus service, and does not comply with Section 16 "Unavailability of Buses" above, the DISTRICT shall contract for the required service from another bus company of its choosing. The CONTRACTOR shall be billed 120% of the DISTRICT's

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expenses in contracting for the required service. Refusal of orders by the CONTRACTOR may result in termination of the contract.

21. ACCIDENT REPORTS

All accidents, which involve the CONTRACTOR's personnel while in operation pursuant to this Agreement, shall be reported to the DISTRICT immediately. Accidents involving injuries to students or other persons shall be reported to the DISTRICT immediately after the CONTRACTOR is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident. Student injuries not resulting from involvement in a school bus accident bus may be reported on forms provided by the DISTRICT at its option.

22. TIME AND MILEAGE

Time and mileage charges shall commence at the time and place specified in the official request for such service, and shall end when all passengers have been returned to the starting point within the DISTRICT. Each bus shall remain with the passengers unless arrangements have been made for a split drop-off and pick-up.

In the event of DISTRICT cancellation of trips without notice prior to three (3) hours before departure time, the charge shall not exceed 10% of trip costs. Any exceptions to be made must have the prior approval from the District's representative or his designee.

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EXHIBIT "C"

SERVICE RATES

Recliner Bus Service

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56/58	9 0-10 Years	$575.00	$120.00	$3.85
47/50	6 0-10 Years	$550.00	$115.00	$3.60
38/40	4 2-9 Years	$530.00	$110.00	$3.25
27/30	2 0-5 Years	$520.00	$105.00	$3.00
24/25	6 0-5 Years	$500.00	$100.00	$2.75

24-hour periods – Long Distance or Out of State

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 24 HOURS +	*RATE PER DAY PAST MINIMUM CHARGE (See previous column)* ~~RATE PER HOUR OVER 24 HOUR MINIMUM~~	RATE PER MILE
			Whichever is greater	
56/58	9 0-10 Years	$2200.00 – 2 Days/1 Night	$1100.00/Day	$3.85
47/50	6 0-10 Years	$2100.00 – 2 Days/1 Night	$1050.00/Day	$3.60
38/40	4 2-9 Years	$2000.00 – 2 Days/1 Night	$1000.00/Day	$3.25
27/30	2 0-5 Years	$1800.00 – 2 Days/1 Night	$900.00/Day	$3.00
24/25	6 0-5 Years	$1700.00 – 2 Days/1 Night	$850.00/Day	$2.75

Recliner bus service capable of handling wheelchairs

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56	2 2 Years	$575.00	$120.00	$3.85
47	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A

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24-hour periods – Long Distance or Out of State
Recliner bus service capable of handling wheelchairs

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 24 HOURS +	*RATE PER DAY PAST MINIMUM CHARGE (See previous column)* ~~RATE PER HOUR OVER 24 HOUR MINIMUM~~	RATE PER MILE
			Whichever is greater	
56	2 2 Years	$2200.00 – 2 Days/1 Night	$1100.00/Day	$3.85
47	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A

PUC TAX $ N/A

FUEL SURCHARGE $ 2% if fuel rises to $3.25 per gallon with 1% additional for every 0.15 cents per gallon increase

DEADHEAD MILES $ N/A

CANCELLATION FEE $ 3 hour minimum; charge not to exceed 10% of total trip costs

OVERNIGHT TRIP CHARGE $ N/A

ADDITIONAL DRIVER CHARGE $125.00/Night for lodging

OTHER $_____

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 34

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

SUBJECT: Consideration of Approval to Award Independent Contractor Services Agreement with Transportation Charter Services, Inc. for Cerritos College's Charter Bus Services Pool

ACTION

It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Transportation Charter Services, Inc. for the purpose of creating a qualified pool of charter bus services for the District pursuant to Request for Proposals (RFP) No. 16C0025, Charter Bus Services.

FISCAL IMPACT

Cerritos College's average annual cost for chartered bus services is approximately $250,000.00. Funding for the bus services will be allocated from the Facilities Department and applicable District and/or Student Activities approved budget.

REPORT SUMMARY

On August 23, 2016 and August 30, 2016, Cerritos College advertised the release of Request for Proposals (RFP) No. 16C0025 for Charter Bus Services. In addition to advertisement in a local publication, all registered vendors were invited to provide an RFP for the charter bus services.

The RFP had a due date of September 15, 2016. The services include, but are not limited to, providing charter bus services for student field trips and athletic events. The companies selected will enter into a contract with the District through the District's standard Independent Contractor Services Agreement. The agreement contains the general terms and conditions under which the contractor will perform bus services to the District. The term of a contract awarded pursuant to the RFP would be for three years starting on March 15, 2017 and ending on March 14, 2020, with the option of two one-year renewal terms.

Five companies submitted proposals by the due date and time. Upon evaluation of the proposals submitted, two companies were shortlisted by the evaluation committee, and subsequently interviewed by the committee during the month October. The two shortlisted companies who were interviewed include the following:

- Fast Deer Bus Charter, Inc., Montebello, CA
- Transportation Charter Services, Inc., Orange, CA

The evaluation committee determined to utilize both shortlisted companies on a trial basis for the month of November through January. Upon completion of the trail months, the evaluation committee decided to proceed with the award to both companies to create more flexibility regarding charter bus services options and costs.

A Best and Final Offer (BAFO) was sent to both companies in December and received in January. Upon completion of the District's due diligence review and further negotiations with the companies, the District finds that contracting with the above-referenced companies through an Independent Contractor Agreement is in the best interest of the District.

The District is recommending that the Board of Trustees authorize the District to enter into an Independent Contractor Services Agreement with Transportation Charter Services for charter bus services.

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

ATTACHMENT(S)
Draft of Contract No. 16C0146, Independent Contractor Services Agreement -- Transportation Charter Services, Inc.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0146

PARTIES AND DATE

This Agreement is made and entered into this **2nd** day of **March**, **2016**, 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 **Transportation Charter Services, Inc. (TCS)** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 1931 N. Batavia Street, Orange, CA 92865. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 16C0025, Charter Bus Services dated August 23, 2016, Addendum No. 1 dated September 9, 2016, and Offeror's written responses thereto.

WHEREAS, the District desires to obtain an independent contractor for **Charter Bus Services** for various trips, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the services required by DISTRICT, and such services are needed by DISTRICT from time to time on a routine basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the needs of the 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 **Charter Bus Services** as specified in the Request for Proposal (RFP) No. 16C0025, and as outline in the attached Exhibit "B" incorporated into this agreement hereto 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 **Charter Bus Services** 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 **March 15, 2017**, and end on **March 14, 2020**, 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 **Charter Bus Services** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. At its sole discretion, the District may amend the Agreement for two (2) one-year (1) additional terms.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement per the Service Rates listed on Exhibit "C" incorporated into this agreement hereto by this reference.

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 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.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 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 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.

4.3 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.

4.4 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.

4.5 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **David Moore, Director of Physical Plant and Construction Services** 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.

4.6 CONTRACTOR hereby designates **Terry Fischer, President** or his 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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 4.10.

4.12 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.

4.13 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:* $5,000,000 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.

7.2 CONTRACTOR may, by written notice to DISTRICT, terminate this Agreement at any time and without cause by giving written notice to DISTRICT of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon this termination, DISTRICT shall only be obligated to compensate CONTRACTOR for services satisfactorily rendered to the date of termination. Written notice by CONTRACTOR shall be sufficient to stop further performance of services to DISTRICT.

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 **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 service, 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.

14.0 Not Used.

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.

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. Director of Purchasing and Contract Administration Tel: (562) 467-5203	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: _____

[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: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

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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: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

EXHIBIT "B"

SUPPLEMENTAL TERMS & CONDITIONS

These Supplemental Terms and Conditions shall govern should there be any inconsistencies between these Supplemental Terms and Conditions and the contract clauses in the Agreement.

1. SCOPE OF CONTRACT

The CONTRACTOR shall furnish, operate, and maintain one or more buses for the transportation of students and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be either within or without the DISTRICT and on any day of days during the term of the contract.

The party contracting to transport student agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the Education Code, any other governing State agency, and the said DISTRICT governing board relating to the transportation of students.

2. CONTRACT DOCUMENTS

The complete contract includes the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: the Agreement, the District's RFP No. 16C0025, Charter Bus Services dated August 23, 2016, Addendum No. 1 dated September 9, 2016, the performance bond, and Offeror's written responses thereto.

3. FAILURE TO PERFORM

It is agreed by the parties that time is of the essence in the performance of services to be provided by CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services, which were to have been provided by CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR and/or its sureties. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.

4. TRIP SCHEDULING

All trips shall be scheduled through the DISTRICT'S Facilities Department. The CONTRACTOR, upon receipt of the scheduled trip, shall confirm with the DISTRICT'S Facilities Department, either by mail or telephone, one week prior to the week of scheduled trip.

5. TERMINATION OF AGREEMENT

If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) calendar days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days, cease and terminate.

In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR and/or the CONTRACTOR's sureties, as the case may be. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT.

6. DEFAULT FOR NONPERFORMANCE

The CONTRACTOR shall be considered in default and the Agreement subject to termination as noted above if:

a. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
b. The CONTRACTOR fails to comply with the requirements of the Agreement;
c. The CONTRACTOR fails to adhere to bus schedules;
d. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the DISTRICT.

7. SAFETY PROGRAM

The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this contract, who shall be required to attend regularly scheduled safety meetings at least four time per year. DISTRICT shall be notified of the date, time, and place of such meetings and shall be invited to attend.

The CONTRACTOR shall plan and implement a comprehensive safety program and shall provide a qualified driver instructor to conduct the program. The cost of such safety program shall be borne by the CONTRACTOR.

8. TRIP FAILURES

In case of failure to show for a previously arranged trip, the CONTRACTOR shall remit to the DISTRICT an amount equal to the amount charged to the DISTRICT for failure to cancel. Tardiness to the extent that it is necessary to cancel the trip shall carry the same condition.

The DISTRICT may collect any extra cost incurred by default from the CONTRACTOR and/or the Surety on the Performance Bond.

9. EQUIPMENT REQUIREMENTS

All buses supplied under this contract shall be approved buses, as defined by applicable statutory or administrative codes, including the California School Bus Inspection Code, and must, in addition, meet the approval of the DISTRICT.

10. WHEELCHAIR

Wheelchair buses must have a capacity of two (2) or more ambulatory passengers as certified by the California Highway Patrol. Roofs must be hi-top or extended. Ramps must have a safety catch, which will prevent wheelchair roll off when the lift is raised. Lifts must be flat or tilted up when the bus is in a level position. In no case should the lift tilt downward, when the bus is in a level position. The lift must be operable by the driver from inside or outside the bus, or if the driver is riding on the lift.

11. CLEANING AND REPAIRS

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

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12. REQUIRED MODIFICATION OF EQUIPMENT

Any installation or modification of equipment required by a change in law or regulation shall be made by the CONTRACTOR and the DISTRICT shall be notified of such work. Such required installations or modifications cost shall be borne by the CONTRACTOR and shall be scheduled in a manner that will not interfere with service to the DISTRICT.

13. TWO-WAY RADIOS

The CONTRACTOR shall provide two-way radio equipment for each bus servicing the Agreement, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times during the term of the Agreement. Failure to maintain each radio or each bus in good working order at all times when such buses are being assigned to transport students shall be a material breach of the CONTRACTOR'S obligations pursuant to this Agreement.

14. CHP RATING

The CONTRACTOR shall, prior to the start of each school year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.

15. CONTRACTOR'S PERSONNEL

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT.

16. ID BADGES

Each CONTRACTOR employee in service to the DISTRICT shall be required to wear an identification badge supplied by the CONTRACTOR. This badge will display, the CONTRACTOR'S name, the employee's name and position, and the employee's picture.

17. BUS DRIVERS

a. All drivers employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain a valid Commercial Driver's License and Bus Drivers Certificate.
b. All drivers must be in good health at all times when driving buses in service of the DISTRICT.
c. When driving buses in service of the DISTRICT, all drivers shall be well groomed and shall wear the uniform provided by the CONTRACTOR.

18. LATE SERVICE

It is expected that bus service is to be provided on an on time basis. For purposes of evaluating the CONTRACTOR, a bus will be considered late when arriving at designated destinations fifteen (15) minutes or more after the scheduled time.

19. UNAVAILABILITY OF BUSES

If a bus of the size and type requested is not available for the DISTRICT's use, it is the CONTRACTOR's responsibility to arrange for a bus of the type and size required from another bus company. The CONTRACTOR shall invoice the District for buses provided by other companies at the rates specified herein. Frequent use of subcontracted buses shall be grounds for termination of this contract.

20. REFUSAL OF ORDERS BY CONTRACTOR

In the event that the CONTRACTOR refuses to take a DISTRICT order for bus service, and does not comply with Section 16 "Unavailability of Buses" above, the DISTRICT shall contract for the required service from another bus company of its choosing. The CONTRACTOR shall be billed 120% of the DISTRICT's

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expenses in contracting for the required service. Refusal of orders by the CONTRACTOR may result in termination of the contract.

21. ACCIDENT REPORTS

All accidents, which involve the CONTRACTOR's personnel while in operation pursuant to this Agreement, shall be reported to the DISTRICT immediately. Accidents involving injuries to students or other persons shall be reported to the DISTRICT immediately after the CONTRACTOR is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident. Student injuries not resulting from involvement in a school bus accident bus may be reported on forms provided by the DISTRICT at its option.

22. TIME AND MILEAGE

Time and mileage charges shall commence at the time and place specified in the official request for such service, and shall end when all passengers have been returned to the starting point within the DISTRICT. Each bus shall remain with the passengers unless arrangements have been made for a split drop-off and pick-up.

In the event of DISTRICT cancellation of trips without notice prior to three (3) hours before departure time, the charge shall not exceed 10% of trip costs. Any exceptions to be made must have the prior approval from the District's representative or his designee.

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EXHIBIT "C"

SERVICE RATES

Recliner Bus Service

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56	Fleet List	$625.00	$110.00	$4.60
47	Fleet List	$610.00	$100.00	$4.50
28	2015 2 Vehicles	$495.00	$80.00	$3.85

24-hour periods – Long Distance or Out of State

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 24 HOURS +	RATE PER HOUR OVER 24 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56	Fleet List	$1200.00	$110.00	$4.60
47	Fleet List	$1175.00	$100.00	$4.50
28	2015 2 Vehicles	$885.00	$80.00	$3.85

Recliner bus service capable of handling wheelchairs

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56	2014-2016 3 ADA Motor coaches	$625.00	$110.00	$4.60
47	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A

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24-hour periods – Long Distance or Out of State
Recliner bus service capable of handling wheelchairs

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 24 HOURS +	RATE PER HOUR OVER 24 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
56	2014-2016 3 ADA Motor coaches	$1200.00	$110.00	$4.60
47	N/A			
28	N/A			

PUC TAX $ N/A

FUEL SURCHARGE $ 2% if fuel rises to $3.25/gallon and 1% additional for every 0.15 cents/gallon increase

DEADHEAD MILES $ N/A

CANCELLATION FEE $ 3 hour minimum; charge not to exceed 10% of total trip costs

OVERNIGHT TRIP CHARGE $ 24 hour rate + Driver Room

ADDITIONAL DRIVER CHARGE $300.00

OTHER $ N/A

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 35

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

SUBJECT: Consideration of Ratification of Acceptance of Gifts

ACTION
It is recommended that the Board of Trustees ratify the acceptance of the gifts listed below on behalf of Cerritos College.

FISCAL IMPACT
There is no cost to Cerritos College for the donated items.

REPORT SUMMARY
The following items were received on December 12, 2016, November 4, 2016 and September 30, 2016 by Cerritos College as a donation:

For Use in the Automotive Mechanical Repair Program

- 2015 Chevrolet Tahoe (VIN: 1GNSCCKC2FR554709)

  Donated by: Parkway Buick GMC
  3314 Texoma Parkway
  Sherman, TX 75090

The estimated value of the above item is $14,210.00.

For Use in the Automotive Mechanical Repair Program

- GM TOOL2016-167

  Donated by: Norm Reeves Buick GMC
  Attn: Chris Barthel
  14 Auto Center Drive
  Irvine, CA 92618

The estimated value of the above item is $11,996.34.

For Use in the Automotive Collision Repair Program

- 53 Each of Uniform Shirts
- 53 Each of Uniform Pants
- 3 Cases of Dust Masks (60 each)
- 1 Case of Ear Plugs (100 each)

Donated by: Collision Repair Education Foundation
Attn: Brandon Eckinrode
5125 Trillium Blvd.
Hoffman Estates, IL 60192

The estimated value of the above item is $1,790.

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: **March 1, 2017**
Agenda Item No. 36

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

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 9 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Health and Wellness Complex Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 9 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Health and Wellness Complex Project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $681,905; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 9 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE HEALTH AND WELLNESS COMPLEX PROJECT
KOURY ENGINEERING & TESTING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 9 arises out of Cerritos College's desire to obtain the necessary inspection and materials testing for the Health and Wellness Complex project. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, review of plans, reports and project specifications, construction observation including material testing, soil testing, and site visits.

Period: The time period will be from March 3, 2017 through July 31, 2020.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 9 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 8 to Contract No. 14P011 – Koury Engineering & Testing, Inc Draft of
Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 6 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 5 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 4 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College **DRAFT**

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **2nd** day of **March, 2017**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Testing and Inspection, Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health and Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 3, 2017** and will diligently perform as required and complete performance by **July 31, 2020**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Six Hundred Eighty One Thousand Nine Hundred Five and 00/100** Dollars **($681,905.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The deliverable of Services to be produced is as follows:

      1) Inspection and Material Testing, Health and Wellness Complex

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

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IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: Vice President of Business Services	Print Title: VP Sales & Marketing

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Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 20, 2016 regarding Inspection & Material Testing Proposed Health and Wellness Complex Project (15 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Background Review
    a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
    a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
    b. Review mix design for concrete
    c. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
    d. Observe, inspect, sample and test reinforcing steel
    e. Observe, Inspect, sample and test masonry units placed at placed at the project site including placement of mortar and grout on the job site
    f. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
    g. Conduct non-destructive test on qualifying welds
    h. Pull testing of splay wires, shot pins, and epoxy anchor bolts

4. Take 3 – Report Preparation
    a. One final report documenting observations and tests during construction will be provided

5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Cost of Professional Services

a.	Scope of Work	$ 567,280.00
b.	Potential DIR Wage Increases	$ 14,625.00
c.	DIR Overtime Allowance	$ 100,000.00
d.	Total	$ 681,905.00

8. Schedule
    a. March 3, 2017 – July 31, 2020

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Energy Management System** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Energy Management System

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 1, 2016** and will diligently perform as required and complete performance by **March 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Five Thousand Five Hundred Thirty-Seven and 52/100 Dollars ($25,537.52)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Energy Management System

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-30-, 20 16	Dated: 9/26/, 20 16
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Energy Management System Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 7,485.52
b.	Material Inspection	$ 12,540.00
c.	Laboratory Material Testing	$ 2,092.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 25,537.52

9. Schedule
   a. August 1, 2016 – March 31, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Central Plant Expansion** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Central Plant Expansion

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016** and will diligently perform as required and complete performance by **January 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand Three Hundred Sixty-Nine and 04/100 Dollars ($28,369.04)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Central Plant Expansion

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-30-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 9/26, 2016

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Central Plant Expansion Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 9,229.04
b.	Material Inspection	$ 13,860.00
c.	Laboratory Material Testing	$ 1,860.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 28,369.04

9. Schedule
   a. October 1, 2016 – January 31, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August, 2016**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Inspection and Material Testing, Press Box Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Press Box Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 2016** and will diligently perform as required and complete performance by **January 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Ten Thousand Six Hundred Sixty-Nine and 12/100 Dollars ($10,699.12)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical & Inspection and Material Testing, Press Box Upgrade

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-13-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 8/29, 2016

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2016 regarding Geotechnical & Inspection & Matrial Testing Proposed Press Box Upgrade Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Geotechnical Monitoring
   a. Construction observation and testing – Asphalt paving, Utility Trench, Subgrade compaction
   b. Laboratory soils testing

3. Task 2 – Materials Testing
   a. Concrete, steel erection, rebar fabrication, GPR services, steel fabrication

4. Task 3 – Laboratory Materials Testing
   a. Concrete cylinder compressions, rebar bend & tensile, Mix design

5. Task 4 – Project Coordination

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 2,227.12
b.	Material Inspection	$ 5,020.00
c.	Laboratory Material Testing	$ 582.00
d.	Project Coordination	$ 2,820.00
e.	Total	$ 10,699.12

9. Schedule
   a. August 2016 – January 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **March, 2016**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016** and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Sixty-One Thousand One Hundred Forty-One and 00/100 Dollars ($61,141.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Wayfinding

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 4/1, 2016	Dated: 3/29, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Tommy Wright, Vice President of Corporate Development, Koury Engineering, Inc. to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 27, 2016 regarding Inspection & Material Testing Proposed Campus Wayfinding Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed t the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Take 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 11,495.00
b.	Material Inspection	$ 44,220.00
c.	Laboratory Material Testing	$ 1,866.00
d.	Project Coordination	$ 3,560.00
e.	Total	$ 61,141.00

9. Schedule
   a. April 1, 2016 – December 31, 2016

KOURY
ENGINEERING
& TESTING, INC.

January 27, 2016

Tilden-Coil Constructors, Inc.
Dang Le
Project Engineer
Cerritos Community College Program
11110 Alondra Blvd, Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0867
Cerritos College - Wayfinding

Dear Mr. Dang Le:

Koury Engineering & Testing submits this proposal for the Cerritos College - Wayfinding project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Cerritos College Wayfinding" project:

1. A set of project Architectural Plans and specification for Cerritos College Wayfinding; Prepared by QDG Architecture, dated 11/05/2015

Based on our review of the drawings, we understand that the project consists of Cerritos College Wayfinding and associated site work. The construction will include metal structure signage supported by concrete footings.

Geotechnical aspects of this project consist of rough grading, subgrade preparation for the flatworks, and footing excavation.

During construction, Koury will provide geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills
- Documenting removal areas and depths
- Observing and testing compaction of subgrades for flatwork
- Performing required soil laboratory tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project
- Review mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel used on project site
- Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
- Conduct batch plant inspection during concrete operation
- Preparing, upon receiving the client's written request, one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared, no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. The accuracy of the provided estimate can be affected by:

- Contractor's and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of $61,141.00.

1/28/2016
1/27/16 RG

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

~~To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.~~

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
Vice President of Corporate Development
TommyW@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0867**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos College - Wayfinding

15-0867

Cerritos College - Wayfinding: Proposal Prepared Using Plans 11/05/2015

Description		Qty	Unit	Rate	Amount
Geotechnical Monitoring					
Soils Technician - Construction Observation and Testing					
Grading (Fill & Scarification)		60	Hourly	$ 82.50	$ 4,950.00
Footing Excavation Observation		64	Hourly	$ 82.50	$ 5,280.00
Nuclear Gauge		19	Daily	$ 35.00	$ 665.00
LABORATORY SOILS TESTING					
Geotechnical Laboratory Testing - Max Density	Estimate				$ 600.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES					**$ 11,495.00**
Materials Inspection					
Concrete - Footings/ Pads	(Includes Rebar Inspection)	124	Hourly	$ 82.50	$ 10,230.00
Concrete - Misc, Aprons, Ramps & Epoxy Bolts/Anchor Systems, etc.		144	Hourly	$ 82.50	$ 11,880.00
Misc Steel Erection - Welding & Bolting		72	Hourly	$ 82.50	$ 5,940.00
Concrete - Batch Plant		112	Hourly	$ 82.50	$ 9,240.00
Rebar Fabrication Plant - Tagging & Sampling		4	Hourly	$ 82.50	$ 330.00
Steel Fabrication Shop		80	Hourly	$ 82.50	$ 6,600.00
TOTAL ESTIMATED INSPECTION FEES					**$ 44,220.00**
Laboratory Materials Testing					
Concrete Cylinder Compression Tests		56	Sample	$ 21.00	$ 1,176.00
Rebar Bend & Tensile Tests		12	Sample	$ 45.00	$ 540.00
Mix Design Review		1	Mix	$ 150.00	$ 150.00
TOTAL ESTIMATED LABORATORY FEES					**$ 1,866.00**
PROJECT COORDINATION					
Final Geotechnical Verified Report DSA-293		1	Each	$ 1,000.00	$ 1,000.00
Final Laboratory Verified Report DSA-291		1	Each	$ 500.00	$ 500.00
Final Special Inspection Verified Report DSA-292		3	Each	$ 100.00	$ 300.00
Senior Engineer		4	Hourly	$ 130.00	$ 520.00
Staff Engineer		4	Hourly	$ 100.00	$ 400.00
Project Manager - Field Supervisor		6	Hourly	$ 95.00	$ 570.00
Admin		6	Hourly	$ 45.00	$ 270.00
TOTAL PROJECT COORDINATION FEES					**$ 3,560.00**

Task Summary and Total Estimated Fees	
Geotechnical Inspection Fees	$ 11,495.00
Material Inspection Fees	$ 44,220.00
Laboratory Testing Fees	$ 1,866.00
Project Coordination	$ 3,560.00
	$ 61,141.00

MASTER SCHEDULE OF FEES

Prevailing Wage *

INSPECTORS

Materials Inspector	*(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)*	$	82.50	Per Hour
Building Inspector	*(Wood Construction)*	$	82.50	Per Hour
Building Inspector	*(MEP)*	$	82.50	Per Hour
Specialty Inspector	*(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)*	$	Quote	Per Hour
Soils Inspector	*(Soils, Asphalt, Piles)*	$	82.50	Per Hour
Soils Inspector	*(LA Deputy Grading Inspector)*	$	95.00	Per Hour
Nuclear Gauge Equipment		$	35.00	Per Day
Soils Inspector Mileage		$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)			Equal to Rate of Service	

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment	*(Torque, Pull, Pachometer,Schmidt Hammer, Coring))*	$	110.00	Per Hour
Asst. Lab Technician		$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT		$	97.50	Per Hour
Ground Penetrating Radar – Technician		$	250.00	Per Hour
Utility Locating – Technician		$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)		$	110.00	Per Hour
Radiography Technician		$	95.00	Per Hour
Radiography Truck		$	195.00	Per Shift
Radiography Film		$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant		$	60.00	Per gallon
Parking (if necessary)		$	Cost Plus 20%	
Travel Time		$	Equal to Rate of Service	
Mileage		$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	$	65.00	Per Day
Equipment - Multiplier	$	15.00	Per Day
Equipment – Schmidt Hammer	$	40.00	Per Day
Equipment – Dry Film Thickness Gauge	$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube	$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod	$	20.00	Per Day
Equipment – Air-Entrainment	$	20.00	Per Day
Equipment – Windsor Probe	$	15.00	Per Day
Equipment – Truck Charge	$	55.00	Per Day
Equipment – Epoch	$	Quote	Per Day
Equipment – Coring	$	Quote	Per Day
Equipment - Relative Humidity Probes	$	55.00	Per Probe
Isotope Depletion 314	$	18.00	Each
Hazardous Waste Disposal	$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	$	500.00	Per Hour
Saturday Laboratory Operations per hour	$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	$	100.00	Per Hour

* Master Agreement hourly rates shall prevail should there be a variance between propsed rates and Master Agreement rates.

ASTM	Physical Characteristics			
SOIL AND AGGREGATE				
C29	Unit Weight	$	45.00	Each
D4829	Expansion Index	$	95.00	Each
C117, D1140	#200 Wash	$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	$	185.00	Each
D4318	Atterberg Limits	$	110.00	Each
D2435	Consolidation	$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)	$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	$	95.00	Each
D854	Specific Gravity (Soil)	$	95.00	Each
D2216	Moisture Content	$	15.00	Each
D2216	Moisture Content Quick #200	$	30.00	Each
D3080	Direct Shear (3 Points)	$	200.00	Each
D3080	Direct Shear Remolded sample (3 points)	$	280.00	Each
D1557-A,B	Maximum Density	$	135.00	Each
D1557-C	Maximum Density	$	145.00	Each
D2844, CTM 301	R-Value (3 Points)	$	300.00	Each
CTM 229	Durability Index (coarse & fine)	$	250.00	Each
CTM 229	Durability Index (coarse OR fine)	$	150.00	Each
C142	Clay Lumps & Friable Particles	$	120.00	Each
D3744, CT 229	Durability Indext for Coarse Aggregates	$	150.00	Each
CHEMICAL PROPERTIES				
CTM 643	Resistivity	$	75.00	Each
CTM 643	pH	$	50.00	Each
CTM 417	Sulphate	$	60.00	Each
CTM 422	Chloride	$	60.00	Each
CTM 643, 417, 422	Corrosivity Series	$	185.00	Each
ASPHALT CONCRETE				
C192	Review of Existing Mix Design	$	150.00	Each
D136	Gradation of Extracted Sample	$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL	$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point		Quote	
CONCRETE				
C39	Concrete Cylinders Compression Test (6" x 12")	$	21.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	$	21.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)	$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	$	250.00	Set
C495	Lightweight Fill Concrete Density	$	35.00	Each
C138	Density (Unit Weight) of Concrete	$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method)	$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)	$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	$	35.00	Each
F2170	Relative Humidity Probe	$	55.00	Each
A615	Chemical Analysis	$	300.00	Each
F2170	Relative Humidity	$	55.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
MASONRY				
BLOCK				
C780	Mortar Cylinders (2" x 4")	$	21.00	Each
C109	Mortar Cubes (2" x 2")	$	21.00	Each
C1019	Grout Prisms (3" x 6")	$	21.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	$	95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	$	120.00	Each
C140	Moisture Content as Received each	$	50.00	Each
C140	Absorption, 3 Required	$	40.00	Each
C140	Measurements	$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	$	80.00	Each
C42	Masonry Core – Compression	$	55.00	Each
C42	Masonry Core – Shear	$	75.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
BRICK				
C67	Compression	$	40.00	Each
C67	Modulus of Rupture	$	50.00	Each
C67	Absorption, Soak	$	30.00	Each
C67	Absorption, Boil	$	30.00	Each
C67	Absorption, Saturation Coefficient	$	40.00	Each
C67	Initial Rate of Absorption	$	40.00	Each
C67	Efflorescence	$	55.00	Each
C67	Efflorescence with Mortar	$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	45.00	Each
A615/A706	Tensile No. 14 Bar	$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	$	45.00	Each
A615/A706	Bend No.14 Bar	$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	$	250.00	Each
A706	Chemical Analysis	$	300.00	Each
A615/A706	Deformation Compliance	$	55.00	Each
A615/A706	Cut To Size (for testing)	$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	80.00	Each
A615/A706	Tensile No. 14 Bar	$	100.00	Each
A615/A706	Tensile No. 18 Bar	$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	$	55.00	Each
A370/F606	Bolt Proof Test	$	45.00	Each
A370/F606	Nut Proof Test	$	45.00	Each
A370/F606	Nelson Stud Tensile Test	$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	$	135.00	Each
E10	Brinell Hardness Test	$	45.00	Each
E18	Rockwell Hardness Test	$	45.00	Each
A370/F606	Coupon Tensile Test	$	40.00	Each
A370/F606	Coupon Bend Test	$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	$	45.00	Ea. Pc
A90	Metal Deck Coating	$	115.00	Each
A370/F606	Machining & Preparation of Samples	$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	$	125.00	Each
	Sample Preparation (Grease Removal)	$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	$	60.00	Each
	Mineral Shake – Flexural	$	40.00	Each
	Mineral Shake – Absorption	$	30.00	Each
	Tagging, Material Id and Sampling Tiles	$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	$	600.00	Per 1/2 Day
Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft)	$	0.06	Sq/Ft
Floor Flatness (Over 20,000 sq/ft)	$	0.05	Sq/Ft
Floor Flatness Final Report	$	200.00	Each
Additional Technician *(if necessary)*	$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	$	150.00	Each
Review Welding Procedure Qualification (PQR) report	$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials Inspector Rate		
Weld Tensile Test Plate (1-inch thick or less)	$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	$	70.00	Each
Weld Tensile Test Rebar #3 through #9	$	90.00	Each
Weld Macro Etch Rebar #3 through #9	$	70.00	Each
Weld Tensile Test Rebar #10 through #14	$	125.00	Each
Weld Macro Etch Rebar #10 through #14	$	110.00	Each
Weld Tensile Test Rebar #18	$	275.00	Each
Weld Macro Etch Rebar #18	$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	$	130.00	Per Hour
Staff Engineer/Geologist	$	100.00	Per Hour
Project Manager / Field Supervisor	$	95.00	Per Hour
Administration	$	45.00	Per Hour
Drafter	$	85.00	Per Hour
Test Technicians Lab – Materials	$	65.00	Per Hour
Certified Payroll	$	75.00	Per Week
Court Appearance (4-Hour Minimum)	$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	$	100.00	Each
Interim Report from Engineer	$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	$	300.00	Each
Report for Special Services / Off Site Testing	$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	$	1,000.00	Each
Pad Certificate Report	$	1,500.00	Each
Utility Trench Compaction Report	$	2,500.00	Each
Wall Backfill Report	$	1,500.00	Each
Monthly Interim In-Grading Report	$	1,000.00	Each
Pile/Shoring Monitoring Report	$	2,000.00	Each
Plan Review (Grading/ Foundation)	$	1,000.00	Each
Extra Stamped Reports	$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2015**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Campus Wide Utility Investigation Services for Bond Implementation**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Utility Investigation Services for Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **One Hundred Eleven Thousand Five Hundred Thirty Five and 00/100 Dollars ($111,535.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Campus Wide Utility Location Services for Bond Implementation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Aug. 31, 2015	Dated: Aug 25, 2015
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 28, 2015 (5 pages) attached hereto and made a part of this PAA by reference.

KOURY
ENGINEERING
& TESTING, INC.

July 28, 2015

Jimmy Riordan
Program Manager
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0630
Cerritos Campus Wide GPR/Mapping

Dear Mr. Riordan:

Koury Engineering & Testing submits this proposal for the Cerritos College Utility Investigation, Mapping, & CCTV project. Our proposal is based on the enclosed estimated hourly breakdown and the Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

SCOPE OF WORK

Koury will complete a complete campus wide utility investigation of all existing utilities, see Exhibit A.

Koury will locate and map the horizontal and vertical locations of all lines.

A CCTV report of all Sewer and storm drain is also included in this proposal that will show the condition of the lines.

A CAD file and PDF will be provided to our client upon completion of the field work.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Bridget Sherman
Business Development Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Terms & Conditions, Exhibit A

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0630**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos Campus Wide GPR/Mapping

15-0630

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Lead Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	160.00	Hours	$175.00	$28,000.00
Locating | Assistant Technician	Certified Trained Assistant	160.00	Hours	$110.00	$17,600.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	20.00	Hours	$170.00	$3,400.00
				Locating Estimate Total:	$49,000.00

Mapping

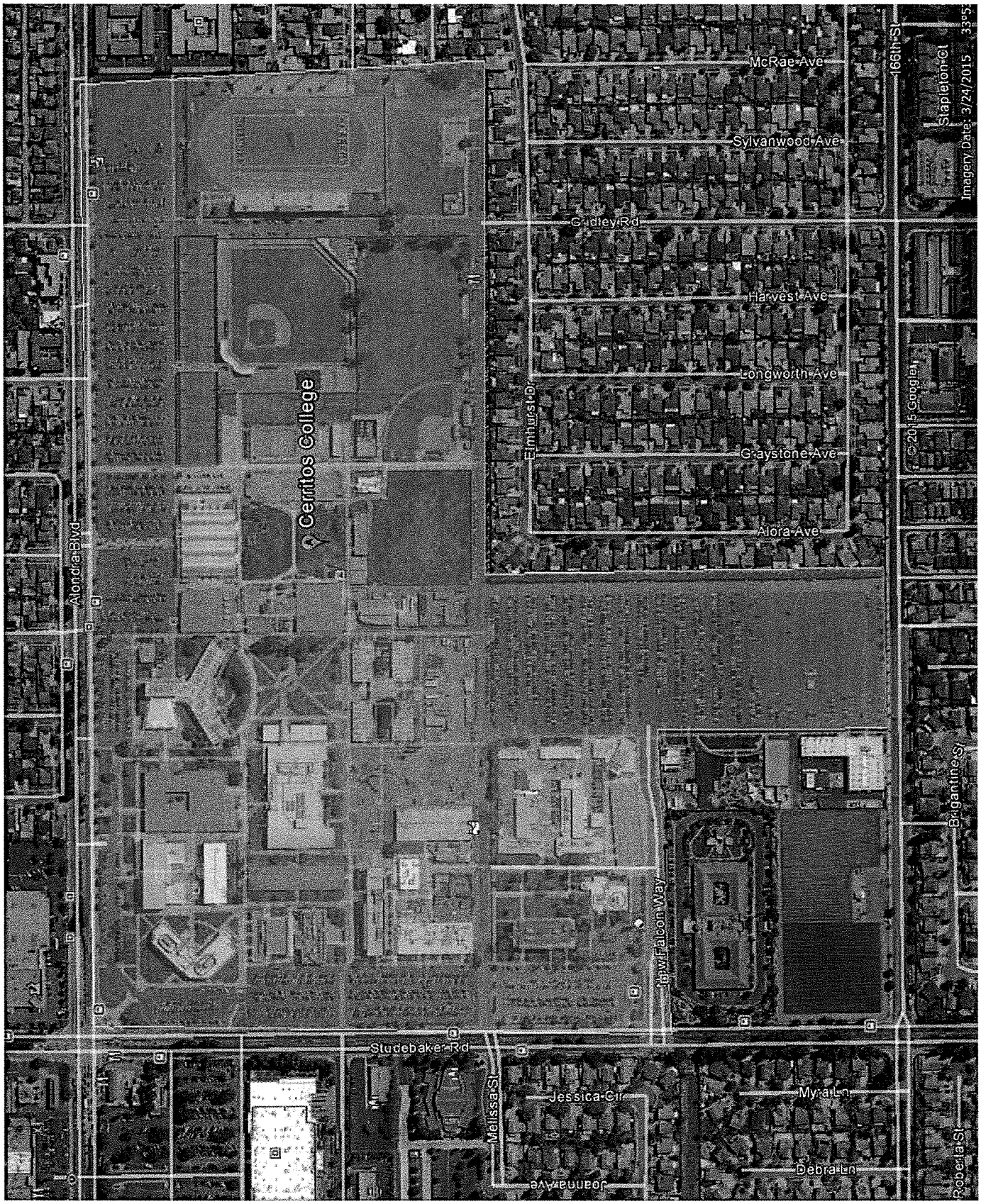
Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	120.00	Hours	$205.00	$24,600.00
Drafting	In-House Drafting in Auto CAD	120.00	Hours	$85.00	$10,200.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	15.00	Hours	$85.00	$1,275.00
				Mapping Estimate Total:	$36,075.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	80.00	Hours	$310.00	$24,800.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	8.00	Hours	$170.00	$1,360.00
				CCTV Estimate Total:	$26,160.00

Admin

Name	Description	Qty	Unit	Rate	Extended
Certified Payroll	Certified Payroll Reports	4.00	Per Week	$75.00	$300.00
				Admin Estimate Total:	$300.00
				Estimate Total:	$111,535.00


McRae Ave
Sylvanwood Ave
Gridley Rd
Harvest Ave
Longworth Ave
Graystone Ave
Alora Ave
Cerritos College
Elmhurst Dr
Alondra Blvd
166th St
Stapleton Ct
Imagery Date: 3/24/2015 33°5
© 2015 Google
Brigantine St
Falcon Way
Studebaker Rd
Melissa St
Jessica Cir
Joanna Ave
Myra Ln
Debra Ln
Roberta St

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 19, 2015**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Campus Wide Utility Investigation Services for Bond Implementation** 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 utility investigation services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 **August 19, 2015**, 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 CONSULTANT 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 CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT 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 "2". The CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **Fourteen Thousand Five Hundred Sixty and 00/100 Dollars ($14,560.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT 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 CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 CONSULTANT 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 CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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 "2"

(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: 5/18, 2016

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: 5/27, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

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 Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding additional Utility Investigation Services project (5 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Locating Services
3. Task 2 – Mapping Services
4. Task 3 – CCTV Services
5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 7,860.00
    b. Task 2 $ 3,820.00
    c. Task 3 $ 2,880.00
    d. Total $ 14,560.00
9. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

KOURY
ENGINEERING
& TESTING, INC.

Job No. 15-0734

Primary Contact
Jimmy Riordan

Job Name: Cerritos College Utility Investigation, Mapping, & CCTV
Prevailing Wage

Scope of Work

Phase 5:

A section of the of the campus was not previously known by C Below to be a part of the campus (see Southwest Phase exhibit A in
orange). This price covers Utility Locating, CCTV, and Mapping of the entire Orange section.

KOURY
ENGINEERING
& TESTING, INC.

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Supervising Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	24.00	Hours	$175.00	$4,200.00
Locating | Locating Technician	Certified Trained Assistant	24.00	Hours	$110.00	$2,640.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	6.00	Hours	$170.00	$1,020.00
				Locating Estimate Total:	$7,860.00

Mapping

Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	12.00	Hours	$205.00	$2,460.00
Drafting	In-House Drafting in Auto CAD	12.00	Hours	$85.00	$1,020.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	4.00	Hours	$85.00	$340.00
				Mapping Estimate Total:	$3,820.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	8.00	Hours	$310.00	$2,480.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	2.00	Hours	$200.00	$400.00
				CCTV Estimate Total:	$2,880.00

Estimate Total:	$14,560.00

KOURY
ENGINEERING
& TESTING, INC.

General Terms and Conditions for Services

Provided by C Below, Inc.
For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

ANTICIPATED COSTS
CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime.
The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

MINIMUM CHARGES
All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

WORKING HOURS
CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm.
For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas.
Overtime hour charges shall be in one-hour increments.

SCHEDULING & CANCELLATION
A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply.
If services are canceled less than 24-hours before the scheduled start time, a fee of $75 per technician will apply.

PREVAILING WAGE
The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

CERTIFIED PAYROLL
Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of $75.00.

C.O.D.
Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

TERMS OF PAYMENT
The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid.
All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI.
CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement.
In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

INSURANCE
CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of $150 will apply for each document required and will be invoiced to the Client.

REIMBURSABLE EXPENSES
Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%.
Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%.
Business license fees for project specific requirements will be invoiced at cost plus 15%.

SERVICE AUTHORIZATION
Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

PROPOSAL VALID DURATION
Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

KOURY
ENGINEERING
& TESTING, INC.

Notes
If time is allowed complete this portion as well.

Please review the following page on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

C Below Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Nick Loera at nickl@cbelow.com or fax to 909-606-6555. After C Below receives this signed agreement, Dispatch will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!


ew Falcon Way
© 2015 Google
Google
1994
Imagery Date: 3/24/2015 33°52'53.29" N 118°05'49.13" W elev 72 ft eye alt

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study, Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016** and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Thousand Seven Hundred Thirty-Eight and 00/100 Dollars ($20,738.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study, Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016	Dated: Jan 22, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 5, 2016 regarding Geotechnical Study Proposed Performing Arts Center Project (7 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review readily available geologic maps and existing studies covering the site or immediate vicinity
    b. Mark locations of proposed exploration points and notify Underground Service Alert of intent to dig in accordance with State law.

3. Task 2 – Field Exploration
    a. Propose to explore subsurface conditions by drilling a total of 9 borings with depths ranging between 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

4. Task 3 – Laboratory Testing
    a. Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils.
    b. The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
    a. Results of field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 1,950.00
b.	Task 2	$ 6,650.00
c.	Task 3	$ 6,000.00
d.	Task 4	$ 6,138.00
e.	Total	$ 20,738.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within three (3) weeks following completion of field work.

KOURY
ENGINEERING
& TESTING, INC.

ATTACHMENT "1"

January 5, 2016

Jimmy Riordan
Program Manager - Tilden Coil Constructors
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA

Subject: Proposal for Geotechnical Study
Cerritos Community College
Performing Arts Center
(Proposal No. 15-0967)

Dear Mr. Riordan:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a Geotechnical Study for a new Performing Arts Center to be located on the Cerritos college campus. The purpose of our geotechnical study is to evaluate the subsurface soil conditions at the site in order to provide geotechnical recommendations for design and construction of the proposed improvements. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal, including the scope of work document from the Structural Engineer;
- An aerial map with the proposed building layout and boring locations;
- Our site visit to assess accessibility of the site; and
- Similar past projects performed for several community colleges.

BACKGROUND AND PROJECT UNDERSTANDING

Koury understands the proposed project consists of constructing a Performing Arts Center south of Falcon Square and west of the Fine Arts Center building. We understand that the existing performing Arts Center will be demolished to make room for the new building. The proposed building has a footprint area of about 65,500 square feet.

Architectural and structural design details for the building were not provided. Based on our review of the available geologic information, we anticipate the subsurface conditions at the site to consist of artificial fill underlain by young alluvium deposits consisting of interbedded silty sand, sandy silt and clay. The site is reported as being located within an area identified by the State of California as subject to liquefaction hazard. Groundwater is anticipated to be encountered at depths of approximately 26 feet below the existing ground surface.

SCOPE OF SERVICES AND METHODOLOGY

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to provide geotechnical recommendations for design and construction.

Task 1 – Background Review

We will review readily available geologic maps and existing studies covering the site and/or immediate vicinity. We will also perform a site reconnaissance to observe existing conditions and select proposed exploration point locations.

We will mark the locations of our proposed exploration points and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations. A reasonable effort will be made during the marking of the boring locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

The California 2013 building code generally requires one exploration point per 5,000 square feet of building footprint. Based on our knowledge of the site conditions and your request, we propose to explore the subsurface conditions by drilling a total of 9 borings with depths ranging between about 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

Our typical sampling intervals will be 2, 5, 8 and 10 feet, then every 5 feet thereafter to full depths explored. The number of blows necessary to drive a Standard Penetration Test (SPT) sampler and/or a modified-California sampler will be recorded. The depth to groundwater will be measured at the completion of drilling, if encountered.

Task 3 - Laboratory Testing

Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils. The laboratory tests to be performed may include the following:

- Moisture and density;
- #200 sieve wash and/or gradation for soil classification;
- Direct Shear;
- Consolidation;
- Expansion Index for shallow clay soils;
- Atterberg Limits; and
- Corrosivity (Soluble sulfate, soluble chloride, pH, and resistivity tests).

The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

Task 4 – Geotechnical Engineering Analysis and Report Preparation (Deliverables)

The results of our field exploration, laboratory tests, and engineering analysis, will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. Upon request, we can provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report where applicable. One pdf copy and two hard bound copies of the final geotechnical report will be provided for your use. At this time, we anticipate that our report will include the following items:

- Vicinity Map and Site Plan showing the approximate boring locations;
- Geology Map, Fault Map, Seismic Hazard, and Flood Map;
- Logs of borings and CPTs;
- Results of laboratory tests;
- Discussion of general site surface and subsurface conditions;
- Seismic hazard analysis to estimate the earthquake magnitude, peak ground acceleration and provide CBC seismic factors;
- Recommendations for site preparation, earthwork, fill and compaction requirements;
- Temporary excavation recommendations;
- Recommendations for shallow and deep foundation design;
- Recommendations for retaining walls;
- Recommendations for slab on grade;
- Preliminary recommendations for pavement design and construction; and,
- Preliminary evaluation of the corrosion potential of the on site soils.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided and the site is accessible with truck-mounted drilling equipment and a CPT rig.
- Utility plans for the site will be provided to Koury prior to marking the locations of soil borings;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork will be coordinated with Tilden-Coil Constructors, and can be performed during daylight hours and the weekdays;
- Post-report services are not included except as indicated in the fee estimate; and
- Additional works that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark and clear our boring locations. The fieldwork is anticipated to take three days to complete. Our report should be completed within about 5 weeks following the completion of the fieldwork. The work schedule can be compressed if needed to meet the College deadlines.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,750 .Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Exploratory Borings (subcontract drilling rig)	$ 4,350.00
Cone Penetration Tests (CPTs subcontracted)	$ 2,300.00
Field Services - boring layout, utility clearance and field personnel	$ 1,950.00
Laboratory Testing	$ 3,200.00
Engineering Analyses	$ 2,800.00
Report Preparation (draft and final)	$ 4,200.00
Response to the College & its consultants' comments & to CGS comments	$ 950.00
Total	**$ 19,750.00**

+ $988.00 for compressed report schedule

CLOSURE

1/7/2016

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our scope of work does not include environmental assessment or environment sampling. No percolation tests are planned unless specifically requested.

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project. If you have any questions, please contact us.

Please do not hesitate to contact Bridget Sherman, Sr. Project Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

BR Sherman

Bridget Sherman
Senior Project Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0967**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Project Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333 - Mobile

~~General Conditions~~

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KET against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to $10,000 or an amount equal to KET's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KET; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KET and Client and are not binding upon KET. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.

The Master Fee Schedule of Rates, Terms & Conditions and General Conditions set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature	Koury Representative Signature
Title	Title
Date	Date

KOURY
ENGINEERING
& TESTING, INC.

Corporate Office
14280 Euclid Ave
Chino, CA 91710

Branch Office
7975 Raytheon Rd Ste. 270
San Diego, CA 92111

Branch Office
17800 S. Main St. Ste. 302
Gardena, CA 90248







Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **July, 2015**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study to Improve and/or Rehabilitate Parking Lots** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A**, Koury proposal for preliminary geotechnical study for parking lot improvements/rehabilitation dated 6/25/15."

4. **Term**. Consultant shall commence providing Services under this PAA on **July 15, 2015**, and will diligently perform as required and complete performance by **November 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee not to exceed **Nineteen Thousand Seven Hundred** Dollars **($19,700.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study to Improve or Rehabilitate parking lots at Cerritos College

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 6/14, 2015

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference attached proposal from Tommy Wright, VP Sales & Marketing, Koury Engineering & Testing, Inc. to Jeffery Carreon, Program Manager, Tilden-Coil Construction, Cerritos Community College District dated June 25, 2015 regarding geotechnical study to improve and/or rehabilitate parking lots (4 pages; other pages intentionally omitted).

KOURY
ENGINEERING
& TESTING, INC.

June 25, 2015

Mr. Jeffery Carreón
Program Manager
Tilden-Coil Construction
Cerritos Community College Program

Subject: **Proposal for Preliminary Geotechnical Study for Parking Lot Improvements/Rehabilitation Cerritos Community College 11110 Alondra Boulevard, Norwalk, CA (Proposal No. 15-0534)**

Dear Mr. Carreón:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a geotechnical study to improve or rehabilitate the Parking Lots at Cerritos College. The purpose of our geotechnical study is to evaluate the existing asphalt concrete, the aggregate base and subsurface soil conditions within the parking lots in order to provide geotechnical recommendations for improvement/rehabilitation as needed. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal;
- Our observation of site conditions;
- Site plan provided by you; and
- Prior experience with this type of investigation and analysis.

BACKGROUND AND PROJECT UNDERSTANDING

The Cerritos campus contains 12 parking lots (C-1 through C-12) and additional parking stalls along Gridley Road and Old Falcon Way. The parking lots range in size from about 30 by 40 feet in plan (8 stalls) to approximately 490 by 1280 feet (1975 stalls), and all the parking lot stalls combined add up to 4,211 stalls. Koury understands that the proposed improvement/rehabilitation of the existing parking lots will include removal and reconstruction, grinding and overlay and resealing of the existing asphalt to prolong its life.

SCOPE OF SERVICES

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to evaluate the pavement conditions and to provide recommendations for rehabilitation/reconstruction.

Task 1 – Background Review

We will review readily-available geotechnical and geologic maps and existing studies covering the site, and select proposed coring/exploration locations.

We will mark the locations of our proposed field explorations and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations.

A reasonable attempt will be made during the marking of the field exploration locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

We propose to explore the existing asphalt conditions by performing one day of coring (about 15 cores) and hand augering below the pavement surface to check the aggregate base thickness, to classify the upper two feet of soils and to obtain samples for laboratory testing and analysis. Furthermore, we propose to drill shallow borings utilizing hollow stem auger drilling equipment (about 15 borings). The borings will be drill to a depth of about 4 to 5 feet below the pavement surface. Soil samples will be obtained for laboratory testing. Following coring and drilling, the holes will be backfilled and the asphalt will be cold patched.

Task 3 – Deflection Testing

To determine the present strength of the existing pavement and the anticipated remaining life, deflection testing will be performed. The data will aid to prepare recommendations to extend a pre-determined pavement life based on today deflection and predicted future traffic.

The deflection testing consists of gathering non-destructive pavement deflection data. The data will be collected using a falling-weight deflectometer. At each test point we propose to perform one seating drop to ensure proper contact with the pavement and three drops with a load of about 9,000 lbs. Deflections will be recorded from the sensors of the loading plate. We propose to perform one day of deflection testing; we anticipate the test point spacing to range between 100 and 200 feet (California Test 356 requires a reading every 80 meters and a minimum of 21 readings per lane).

Task 4 – Visual Survey

We propose to perform a visual survey by walking the parking lots and recording the pavement conditions such as type of cracks, rutting, depression, patching, pavement erosion, raveling, potholes and localized failures. We will note the limit of structural changes that are readily visible, the absence of gutters and other information related to the pavement performance and conditions at the time of the survey.

Task 5 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the asphalt and subsurface soils. The laboratory tests to be performed may include the following:

- Moisture content of the soils;
- Density of the selected asphalt cores;
- Grain-size distribution or #200 wash tests for soil classification; and
- R-value testing of fine-grained soils, if applicable.

The selected type and frequency of laboratory testing will depend on the nature of the asphalt and soils encountered.

Task 6 – Geotechnical Engineering Analysis and Report Preparation

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. The geotechnical design report will summarize our findings and provide our conclusions and recommendations pertaining to the existing and design pavement sections and recommendations for the rehabilitation of existing pavement. We will provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report. Two copies of the final report will be provided for your use.

At this time, we anticipate that our report will include the following items:

- Vicinity map and site plan showing the approximate exploration locations;
- Logs of coring and boring;
- Discussion of drainage conditions;
- Discussion of subsurface conditions;
- Discussion of pavement conditions and cracking;
- Results of laboratory tests;
- Recommendations for rehabilitation of pavement sections;
- Recommendations for site preparation, earthwork, and compaction specifications.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork can be performed during daylight hours;
- **Post-report** services are not included in the base fee; and
- Responses to review agencies or additional work that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark the core and borehole locations and have them cleared by Underground Service Alert. The fieldwork is anticipated to take four days to complete. Our report should be completed within approximately four weeks following the completion of the fieldwork.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,700. Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Explorations – coring (subcontracted)	$ 1,000.00
Field Exploration – borings (subcontracted)	$ 1,600.00
Field Services - coring layout, utility clearance, and field personnel	$ 1,750.00
Visual Survey	$ 900.00
Laboratory Testing	$ 1,600.00
Engineering Analyses	$ 1,250.00
Report Preparation	$ 2,950.00
Deflection Testing	$ 8,650.00
Total	**$19,700.00**

LIMITATIONS

6/25/15

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our study does not include any environmental evaluation.

This proposal may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time.

CLOSURE

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
VP Sales & Marketing
tommyw@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Master Fee Schedule of Rates, Terms & Conditions

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **5th** day of **March**, **2015**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Closeout Services for District-wide Project Certification**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. DSA Uncertified Projects

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **Thirty-Two Thousand and 00/100 Dollars ($32,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Closeout Services for District-wide Project Certification

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 3/16, 20 15

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 3/10, 20 15

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 17, 2014 (3 pages) attached hereto and made a part of this PAA by reference.

14P011-01

KOURY
ENGINEERING
& TESTING, INC.

July 17, 2014

Cerritos CCD
Tilden-Coil Constructors
Attn: Jeff Carreon & Martha Walsworth
11110 Alondra Blvd.
Norwalk, CA 90650

RE: PROPOSAL FOR DSA CLOSEOUT SERVICES

PROJECT: VARIOUS PROJECTS - KOURY PROJECT #13-0000

Dear Mr. Carreon & Ms. Walsworth,

Koury Engineering & Testing, Inc ("KET") is pleased to submit our proposal to provide closeout services for district-wide project certification to Cerritos Community College District ("District"). Our objective is to closeout the open DSA projects with certification by March 2015.

In Summary, KET proposes to provide the following services to the District:

- Review Close of File letters;
- Review DSA Project Tracker;
- Order project files;
- Review project files to see if any of the missing documents can be retrieved;
- List documents missing;
- Review Certification guide;
- Review Legacy guide;
- Review applicable codes;
- Make a final list of documents required in order to archieve certification for the District's review.
- Hire and coordinate with Structural Engineer

The following pages are a detailed summary of the projects Koury will be assisting closeout. If you have any questions, please contact our Closeout Project Manager, Natassia Melendrez at (909) 538-3053.

Regards,

Jessica Suzuki

Mrs. Jessica Suzuki
Project Manager

DSA Closeout Services for Cerritos CCD
Koury Project #13-0000

Description	Qty	Unit	Rate	Amount
Project Closeout Fees				
DSA Application #03-64062				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-64042				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50114				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-52993				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-51315				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-59740				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50815				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-61976				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-106486				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-105508				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-108190				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**

DSA Closeout Services for Cerritos CCD

DSA Application #03-112202					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-100962					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-114206					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
Misc. Application #s					
Project Manager - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 95.00	$	1,900.00
Admin - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 45.00	$	900.00
Project Manager - Closeout *(April, May, June & July)*	100	Hourly	$ 95.00	$	9,500.00
DSA Copying Fees for Plans		Estimate		$	1,400.00
Contingency for Possible Testing/Inspection		Estimate		$	5,000.00
Total				**$**	**18,700.00**

Task Summary & Total Estimated Fees

TOTAL PROJECT CLOSEOUT FEES	**$**	**32,000.00**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 4, 2015**
Agenda Item No. 12

FROM: Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Ratification of Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Closeout Services for District-wide Project Certification**

ACTION
It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Closeout Services for District-wide Project Certification.

FISCAL IMPACT
The total contract sum shall be for $32,000; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR CLOSEOUT SERVICES FOR DISTRICT-WIDE PROJECT CERTIFICATION KOURY ENGINEERING & TESTING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 1 arises out of Cerritos College's desire to obtain the necessary closeout services for District-wide project certification funded by GO Bond allocations. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, closeout services for District-wide project certification.

Period: The time period will be from January 30, 2015 through December 31, 2015.

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

ATTACHMENT(S)
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.
Draft of Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.

Cerritos College

Contract No. 14P011

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **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 **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services 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.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant 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 Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant 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 covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Master 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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master 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, or emailed, addressed as follows:

If to District:

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

If to Consultant:

Koury Engineering & Testing Inc.
ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: bridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email 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.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master 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 Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of 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.

29. **Severability**. If any term, condition or provision of this Master 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.

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

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: 1/13, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave
Chino, CA 91710

Telephone: 909/606-6111

Facsimile: 909/606-6555

E-Mail: BridgetS@Kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794329
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.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(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 filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 37

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

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical Observation and Testing for the Health and Wellness Complex Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment No. 21 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical Observation and Testing for the Health and Wellness Complex Project.

FISCAL IMPACT
The total contract sum shall be for a total not-to-exceed amount of $291,935; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 21 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL OBSERVATION AND TESTING FOR THE HEALTH AND WELLNESS COMPLEX PROJECT
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 21 arises out of Cerritos College's desire to obtain the necessary geotechnical observation and testing services for the Health and Wellness Complex project. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical study and testing of soils, concrete, and reinforcing steel.

Period: The time period will be from March 3, 2017 through July 31, 2020.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 21 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 20 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 19 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 18 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 17 to Contract No. 14P010 – The Converse Professional Group. DBA Converse Consultants
Project Assignment Agreement No. 16 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 15 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants (Rescinded at the September 21, 2016 Board of Trustee's meeting)
Project Assignment Agreement No. 14 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 13 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 12 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 11 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 10 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 9 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 8 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 7 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 6 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 4 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 3 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 21

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **March**, **2017**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California, and licensed to do business in the State of California, with its principal place of business at 717 So. Myrtle Avenue, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation and Testing – Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health and Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 3, 2017**, and will diligently perform as required and complete performance by **July 31, 2020**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Two Hundred Ninety One Thousand, Nine Hundred, Thirty Five and 00/100 Dollars ($291,935.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The deliverable of Services to be produced is as follows:

      1) Geotechnical Observation and Testing

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Siva Sivathasan
Print Title: Vice President Business Services	Print Title: Vice President/Principal Engineer

DRAFT

Information regarding Consultant:

License No: _____

Address: 717 South Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

Email: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 9, 2016 regarding Geotechnical Observation and Testing Proposed Health and Wellness Complex Project (9 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Field Inspection and Testing Services
   a. Sample pick-up
   b. Field Soil/Asphalt Technician

3. Task 2 – Laboratory Testing Services
   a. Maximum Dry Density Test (soil)

4. Task 3 – Office Services
   a. Office Support
      Findings and recommendations to be prepared in accordance with generally accepted professional geological principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services

a.	Scope of Work	$ 210,085.00
b.	Potential DIR Wage Increases	$ 11,850.00
c.	DIR Overtime Allowance	$ 70,000.00
d.	Total	$ 291,935.00

8. Schedule
   a. March 3, 2017 – July 31, 2020

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 20

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **October**, **2016**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California, and licensed to do business in the State of California, with its principal place of business at 717 So. Myrtle Avenue, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection – Culinary Arts Herb Garden** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Culinary Arts Herb Garden

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 20, 2016**, and will diligently perform as required and complete performance by **February 28, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Eight Thousand Three Hundred Thirty-Two and 00/100 Dollars ($8,332.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The deliverable of Services to be produced is as follows:

      1) Geotechnical and Material Testing and Inspection

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/4, 20 17

Cerritos Community College District

By: _____

Print Name: Felipe Lopez

Print Title: Vice President Business Services

Dated: December 19, 20 16

The Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No: _____

Address: 717 South Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

Email: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 15, 2016 (Revised) regarding Geotechnical and Material Testing and Inspection, Proposed Culinary Arts Herb Garden Project (13 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Field Testing Services
   a. Sample pick-up
   b. Welding Inspector (Field and Shop)
   c. Non-destructive Testing
   d. Field Technician (Soil, Aggregate Base, Concrete, and Asphalt)
   e. Project Manager/Engineer

3. Task 2 – Laboratory Testing Services
   a. Maximum Dry Density Test (soil)
   b. Maximum Dry Density Test (Aggregate Base)

4. Task 3 – Office Services
   a. Office Support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

Task 1	$ 6,542.00
Task 2	$ 360.00
Task 3	$ 1,430.00
Total	$ 8,332.00

9. Schedule
   a. December 20, 2016 – February 28, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 19

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **18th** day of **October**, **2016**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 717 So. Myrtle Avenue, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Services – Stadium Turf Replacement** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Geotechnical Services – Stadium Turf Replacement

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or

construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 30, 2016**, and will diligently perform as required and complete performance by **March 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Eight Thousand Nine Hundred Fifty and 00/100 Dollars ($8,950.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The deliverable of Services to be produced is as follows:

      1) **Geotechnical Services**

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/4, 2017

Cerritos Community College District

By:

Print Name: Felipe Lopez

Print Title: Vice President Business Services

Dated: December 19, 2016

The Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No: _____

Address: 717 So. Myrtle Avenue

Address: Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

Email: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 7, 2016 regarding Geotechnical Services, Proposed Stadium Turf Replacement Project (10 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Recommendations Letter
   a. Review reports and analyses conducted for Field House and Scoreboard.
   b. Prepare a supplemental recommendations letter for grading recommendations.

3. Task 2 – Project Set-up
   a. Coordinate site access with Cerritos representative
   b. Field reconnaissance to map surface condition, including drainage, flood hazard, etc.
   c. Stake/mark the boring location in the field so that drill rig access to location is available.
   d. Notify underground Service Alert prior to drilling to clear boring location of any conflict with existing underground utilities.

4. Task 3 – Subsurface Exploration
   a. Obtain subsurface information at the site.
   b. Obtain undisturbed and bulk samples of the various soil types for testing.

5. Task 4 – Laboratory Testing

6. Task 5 – Engineering Analyses and Report

7. Task 6 – California Geological Survey (GCS) Administration

8. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

9. Includes Prevailing Wages, as required by law, for all field labor/work.

10. Includes workers' compensation insurance as required by law.

11. Cost of Professional Services

Task 1	$ 1,500.00
Task 2	$ 450.00
Task 3	$ 2,000.00
Task 4	$ 1,000.00
Task 5	$ 2,500.00
Task 6	$ 1,500.00
Total	$ 8,950.00

12. Schedule
   a. November 30, 2016 – March 31, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 18

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 717 So. Myrtle Avenue, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Two Hundred Twenty-Three Thousand, Nine Hundred and 00/100 Dollars ($223,900.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical and Material Testing and Inspection

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10-3-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: September 23, 2016

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 7, 2016 regarding Geotechnical and Material Testing and Inspection Services Proposed Shade Structures at Seven Locations Project (11 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Field Testing Services (total of 2,163 hours)
   a. Preconstruction meeting
   b. Sample pick-up
   c. Soil Technician
   d. Material Sampling & Tagging (Rebar)
   e. Special Inspector (Concrete)
   f. Special Inspector (Steel) (Shop & Field)
   g. Special Inspector (Steel) (NDT, Anchor Bolt Pull Test, Shop Pins)

3. Task 2 – Laboratory Testing Services (Total of 105 hours)
   a. Maximum dry density test (soil/asphalt)
   b. Compression Strength/Concrete, Mortar, Grout
   c. Rebar Bend & Tensile
   d. High Strength Bolts

4. Task 3 – Office Services (Total of 129 hours)
   a. Office support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

a.	Task 1	$ 204,470.00
b.	Task 2	$ 6,900.00
c.	Task 3	$ 12,530.00
d.	Total	$ 223,900.00

9. Schedule
   a. October 1, 2016 – December 31, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Testing and Inspection Services – Sports Field Restroom** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restroom

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016**, and will diligently perform as required and complete performance by **February 17, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fourteen Thousand Two Hundred Eighty and 00/100 Dollars ($14,280.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Testing & Inspection Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 27, 2016

The Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Hector Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 20, 2015 (Revised) regarding Geotechnical Testing & Inspection Services Sports Field Restroom project (4 pages), attached hereto and incorporated herein by this reference as "ATTACHMENT 1".

2. Task 1 – Field testing Services (total of 112 hours)
   a. Project kick-off meeting
   b. Sample pick-up
   c. Soil Technician

3. Task 2 – Laboratory Testing Services
   a. Maximum dry density test (soil/asphalt)

4. Task 3 – Office Services
   a. Office support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

a.	Task 1	$ 10,660.00
b.	Task 2	$ 540.00
c.	Task 3	$ 3,080.00
d.	Total	$ 14,280.00

9. Schedule
   a. April 1, 2016 – February 17, 2017

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 20, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL TESTING AND INSPECTION SERVICES**
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of a relocatable masonry Sports Field Restroom at the Cerritos Community College campus in Norwalk, California. This proposal is based off the review of the information and plans provided via email on August 18, 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM

D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.

5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$14,280.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated August 18, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.

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- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Cerritos College — **Project No. 14-31-282-00(30/40)**
Proposed Sports Field Restroom Project — **Date: 08/20/15**
Norwalk, California — **(Revised)**

COST ESTIMATE FOR TESTING AND INSPECTION :

FIELD TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$150.00	$600.00
Sample pick-up	hour	8	$70.00	$560.00
Soil Technician	hour	100	$95.00	$9,500.00
Subtotal:				$10,660.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil/asphalt)	test	3	$180.00	$540.00
Subtotal:				$540.00

OFFICE SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	12	$75.00	$900.00
Project manager/engineer	hour	6	$150.00	$900.00
Principal-in-charge	hour	4	$170.00	$680.00
Final verify report (lab, batch, steel, masonry, bolting, etc.)	report	2	$300.00	$600.00
Subtotal:				$3,080.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$10,660.00**
Laboratory Testing Services:	**$540.00**
Office Services:	**$3,080.00**
Total Cost for Material Inspection and Testing:	***$14,280.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

12/23/15

12/23/15

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 17

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **September 22, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **January 15, 2016**, entitled **Project Assignment Agreement No. 17** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Sports Field Restroom** 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 **Material Testing and Inspection Services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 15, 2016** 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT 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 "2". The INDEPENDENT CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **$10,780.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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.

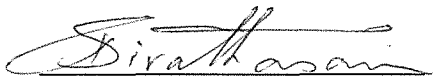
Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

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The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: September 23, 2016

Converse Professional Group, DBA Converse Consultants

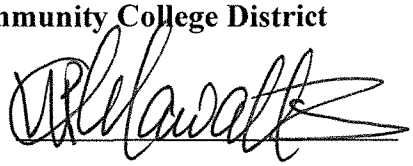
By: 

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Dated: 10-3-, 2016

Cerritos Community College District

By: 

Print Name: Noorali Delawalla

Print Title: Acting V.P. of Business Services

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 Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 13, 2016 regarding Material Testing & Inspection Sports Field Restroom Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Project Specific Reporting Requirements
   a. Material Testing and Inspection Services – Restroom Building

3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.

4. Includes workers' compensation insurance as required by law.

5. Cost of Professional Services
   a. **In Plant** Material Testing & Inspection Services $ 10,780.00
   b. Total $ 10,780.00

6. Schedule
   a. June 1, 2016 – September 30, 2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 16

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January, 2016** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study Report – Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Social Science Elevator

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Geotechnical Study Report

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 27, 2016

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 13, 2016 (Revised) regarding Geotechnical Study Report Proposed Social Science Building Elevator Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Project Set-up
   a. Review of existing site reports, as provided by College
   b. Mark locations of proposed exploration points and notify Underground Service Alert at least 48 hours prior to drilling to clear boring location of any conflict with existing underground utilities.

3. Task 2 – Field Exploration
   a. Field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.
   b. Undisturbed ring samples of the subsurface materials will be obtained at five foot intervals, at changes in soil profiles, or where unusual conditions are encountered.

4. Take 3 – Laboratory Testing
   a. Soil samples obtained during exploratory drilling will be tested in the laboratory to evaluate their physical characteristics and engineering properties.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
   a. Data obtained from the exploratory borings and laboratory-testing program will be evaluated and provided in a geotechnical investigation report.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 500.00
b.	Task 2	$ 5,250.00
c.	Task 3	$ 1,750.00
d.	Task 4	$ 5,000.00
e.	Total	$ 12,500.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within two (2) weeks following completion of field work.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

January 13, 2016 (Revised)

Mr. Robert Gonzalez
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT**
Proposed Social Science Building Elevator Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-311-00

Dear Mr. Gonzalez:

Converse Consultants (Converse) submits this proposal outlining our scope of services and fees to perform a geotechnical study for the above-referenced project. The purpose of the study will be to generate a report for design and Division of State Architect (DSA) submittal purposes, consistent with the current edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings.

In preparation of this proposal, we reviewed the information transmitted to us via email on November 4, 12 and 13, 2015.

The project site is located on the southwest portion of the existing Social Science Building within the existing Cerritos Community College. The plan is to construct an elevator placed on deep foundations and associated improvements.

CONVERSE PROFILE

Converse Consultants has extensive experience providing geotechnical study reports for design, construction inspection and material testing services for Cerritos College and various community colleges and school districts throughout Southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies pertaining to school design and construction.

To meet the College's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Dr. Siva K. Sivathasan, is a registered Civil and Geotechnical Engineer in California with over 21 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performed and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

Principal In Charge and Project Manager: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE, is a Senior Vice President and Principal Engineer with Converse Consultants. Dr. Sivathasan is a registered Civil and Geotechnical Engineer in California and has over 21 years of geotechnical, earthquake engineering and construction experience. He also has experience in analyzing complex geotechnical problems and has prepared comprehensive reports with detailed recommendations. He is a subject matter expert for the California Board of Professional Engineers, Land Surveyors and Geologists for Geotechnical Engineering Exam Development.

Dr. Sivathasan will have full management, scheduling and fiscal responsibilities for this project. He will also be responsible for assuring that client needs are met in a responsible manner, that work efforts are fully coordinated, and that work performed is of high technical quality.

Senior Geologist: Mark Schluter, PG, CEG, CHG, is a professional geologist and California-certified Engineering Geologist and Hydrogeologist. He has over 35 years of experience working in Southern California. Mr. Schluter will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

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SCOPE OF SERVICES

Our proposed geotechnical study will provide the necessary personnel, equipment and materials to explore the site, as well as conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of project set-up, personnel from our office will conduct the following:

- Review of existing site reports, if available, as provided by the College
- Coordinate site access with the college facilities representative(s)
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities

Task II: Subsurface Exploration

The field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site, and
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk

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samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating liquefaction potential and providing design recommendations.

After completion of the borings, boreholes will be backfilled with soil cuttings. Cold asphalt or cement concrete may be used, if needed, to patch the surface.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate, and minimum electrical resistivity
- Sieve analysis and/or hydrometer
- Atterberg limits
- Direct shear
- Consolidation/collapse

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Faulting and Seismicity

1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes
3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site coefficient for soil characteristics relative to CBC 2013 earthquake forces

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C. Recommendations for Site Preparation

1. Over excavation and compaction
2. Subgrade preparation
3. Structural backfill
4. Buried utilities and trench backfill
5. Suitability of on-site soils for regrading or for use as compacted fill
6. Types of imported fill, if required, for use as compacted fill
7. Special recommendations for expansive soils or for proposed site work where expansive soils are present
8. Shrinkage and subsidence

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the following table:

Table No. 1, Cost of Professional Services

TASK		COST
Task I:	Project Set Up	$500.00
Task II:	Subsurface Exploration	$5,250.00
Task III:	Laboratory Testing	$1,750.00
Task IV:	Engineering Analysis and Report	$3,000.00
TOTAL:		**$10,500.00**

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

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Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- A limited access drill rig may be required for the project.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damage of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility markings for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Four (4) copies of one (1) report and a PDF file of the report will be prepared for the project.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $10,500.00. We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $2,000.00 will be required. If the report needs to be completed within two weeks of the completion of field exploration, an additional fee of $2,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater nor any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

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PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hours advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in one (1) day. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration. One (1) report will be prepared. The preliminary data and recommendations can be provided verbally during the course of the investigation. If the report will need to be submitted before the above-mentioned schedule, an additional fee will be needed to compensate for overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please complete and sign the Acceptance of Agreement and Authorization to Proceed form attached and send it to our office with one copy of this proposal.

This proposal will expire ninety (90) days from its issuance if not accepted in that time.

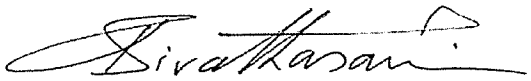
It is understood by both contracting parties that this phase of the project is subject to prevailing wages as defined in Labor Code Sections 1770-1780.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in writing. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

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Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: Fee Schedule, General Conditions
Dist: 1/Addressee via email

SKS/MM

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PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT
Proposed Social Science Building Elevator Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-311-00

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	(Client)[1]
By:	(Print Name)
(Signature)	
Title:	Date:
Telephone No. ( )	Fax No. ( )
Email Address:	
P.O. No./Billing Instructions[2,3]:	

[1] Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

[2] Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

[3] Converse has been informed by the Client that this is a prevailing wage project as determined by local Labor Code.

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 15

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **April, 2016** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 1, 2016**, and will diligently perform as required and complete performance by **September 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **One Hundred Twenty-Five Thousand, Three Hundred and 00/100 Dollars ($125,300.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical and Material Testing and Inspection

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: MAY 6, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: April 27th, 2016

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 16, 2015 regarding Geotechnical and Material Testing & Inspection Services Shade Structures project (8 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Field testing Services (total of 1,163 hours)
    a. Project kick-off meeting
    b. Sample pick-up
    c. Soil Technician
    d. Material Sampling & Tagging
    e. Special Inspector (Concrete)
    f. Special Inspector (Steel)
3. Task 2 – Laboratory Testing Services
    a. Maximum dry density test (soil/asphalt)
    b. Compression Strength/Concrete, Mortar, Grout
    c. Rebar Bend & Tensile
    d. High Strength Bolts
4. Task 3 – Office Services
    a. Office support
5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 109,470.00
    b. Task 2 $ 6,900.00
    c. Task 3 $ 8,930.00
    d. Total $ 125,300.00
9. Schedule
    a. June 1, 2016 – September 30, 2017

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 16, 2015

Mr. Dang Le
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Proposed Shade Structures at Five Locations
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00 (30/40)(60/80)

Dear Mr. Le:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of shade structures at five locations with associated site improvements including benches and hardscape areas. The five shade structures are located at Alondra Drop-Off, North Walk, Falcon Square, South Garden, and Aquatic Center at the northern, central, southern and eastern portions of the campus. The structures are planned to be supported on caisson footings. This proposal is based off the review of the information plans and specifications provided via email on October 12, 2015.

This proposal is submitted with the understanding by both parties that <u>our field services are subject to prevailing wage guidelines</u> per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Laboratory Testing

1. Soils testing.
2. Materials testing.

3. Reinforcing steel sampling and strength.
4. Concrete cylinder sampling and strength.

Soils

1. Review soil reports, project plans and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Observe caisson shaft drilling and installation.
5. Perform in-place density tests according to ASTM D1556 (sand cone method). Soil density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556, provided that calibration curves are periodically checked.
6. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
7. Review and provide laboratory testing on soil, backfill materials, aggregate base, under-slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base, and the crushing of existing soils for use as fills.
8. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs/product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.

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2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.
4. Verify welding procedures, welding operators and welding equipment in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts, and washers per ICBO, CBC and AISC.
7. Prepare reports summarizing all observations and test results.

Structural Steel

1. Review manufacturers test reports for compliance with requirements specified.
2. Verify material identification.
3. Inspect high strength bolted connections.
4. Inspect field welding.
5. Inspect fabrication shop welding.
6. Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
   a. Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
   b. Verify fit-up meets tolerances of WPS and mark joint prior to welding.
   c. Verify welding consumables per contract documents and WPS.
   d. Verify welder qualification and identification.
   e. Verify amperage and voltage at the arc with hand held meters
   f. Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
7. Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
8. Ultrasonically inspect base metal thicker than 1 inch for discontinuities behind welds.
9. Field inspect and test expansion of adhesive anchors and verify that all seats, plates, and reinforcement of other items to be cast into concrete are accurately placed, positioned securely, and positioned so as not to cause hardship in placing concrete.
10. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel, to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

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FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$125,300.00**. We have included the detailed breakdown of these services in the cost estimate attached at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated September 22, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

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We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedule, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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PROPOSAL TO PROVIDE GEOTECHNICAL
AND MATERIAL TESTING AND INSPECTION SERVICES
Proposed Shade Structures at Five Locations
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00 (30/40)(60/80)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	(Client)[1]
By:	(Print Name)
Signature:	
Title:	Date:
Telephone No. ( )	Fax No. ( )
Email Address:	
P.O. No./Billing Instructions[2,3]:	

[1] Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

[2] Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

[3] **It is understood by both contracting parties that material inspection and testing services <u>are subject to prevailing wages</u> as defined in Labor Code Sections 1770-1780.**

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COST ESTIMATE, FEE SCHEDULE
AND
GENERAL CONDITIONS

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Cerritos Community College**	**Project No.:**	**14-31-281-00**
	Proposed Shade Structures at Five Locations		**(30/40)(60/80)**
	Norwalk, California	**Date:**	**10/16/2015**

COST ESTIMATE FOR TESTING AND INSPECTION:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Pre-Construction Meeting	hour	3	$150.00	$450.00
Sample Pick-Up	hour	60	$70.00	$4,200.00
Soil Technician	hour	300	$95.00	$28,500.00
Material Sampling and Tagging (Rebar)	hour	120	$95.00	$11,400.00
Special Inspector/Concrete	hour	240	$95.00	$22,800.00
Special Inspector/Steel	hour	360	$95.00	$34,200.00
Special Inspector/Steel (NDT, Anchor Bolt Pull Test, Shop Pins)	hour	80	$99.00	$7,920.00
Subtotal:				**$109,470.00**

LABORATORY TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Maximum Dry Density Test (Soil)	test	5	$180.00	$900.00
Compression Strength/Concrete, Mortar, Grout	cylinder	80	$25.00	$2,000.00
Rebar Bend and Tensile	test	10	$100.00	$1,000.00
High Strength Bolts	set	10	$300.00	$3,000.00
Subtotal:				**$6,900.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	60	$75.00	$4,500.00
Project Manager/Engineer	hour	12	$150.00	$1,800.00
Principal-in-Charge	hour	4	$170.00	$680.00
Final Verify Report (Lab, Batch, Steel, Bolting, etc.)	report	4	$300.00	$1,200.00
Concrete Mix Design Review	mix	5	$150.00	$750.00
Subtotal:				**$8,930.00**

COST ESTIMATE BREAKDOWN

Field Testing Services:	**$109,470.00**
Laboratory Testing Services:	**$6,900.00**
Office Services:	**$8,930.00**
TOTAL COST:	***$125,300.00***

~~Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.~~

2-6
2/23/16

2/26/2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 14

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **7th** day of **December, 2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Update Report – Health & Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health & Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 12, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Ten Thousand and 00/100** Dollars **($10,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Geotechnical Update Report

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 12/17, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: December 14, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Jeffery Carreon, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding Geotechnical Update Report Proposed Health Wellness Center Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Additional Subsurface Exploration
   a. Drilling six (6) additional exploratory borings/Cone Penetration Tests (CPTs) to depths of approximately 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.
3. Task 2 – Project Specific Reporting Requirements
   a. Expedited report to meet project scheduling needs.
   b. Revisions to meet design team (structural/civil) review comments.
4. Task 3 – California Geologic Survey (CGS) Administration
   a. Response to CGS review comments
5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
6. Includes workers' compensation insurance as required by law.
7. Cost of Professional Services
   a. Task 1 $ 5,000.00
   b. Task 2 $ 2,500.00
   c. Task 3 $ 2,500.00
   d. Total $10,000.00
8. Schedule
   a. December 12, 2015 – June 30, 2016
   b. Report preparation within two (2) weeks.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

June 8, 2015

Mr. Jeffery Carreon
Program Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL FOR GEOTECHNICAL UPDATE REPORT**
Proposed Health Wellness Center Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-149-00(-02)

Dear Mr. Carreon:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical update report for the subject project.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

Task I: Additional Subsurface Exploration

- The additional field investigation will consist of a subsurface exploration program consisting of drilling a total of six (6) additional exploratory borings/Cone Penetration Tests (CPTs) to depths of about 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.

Task II: Project Specific Reporting Requirements

- Expedited report to meet project scheduling needs
- Revisions to meet design team (structural/civil) review comments

Task III: California Geologic Survey (CGS) Administration

- Response to CGS review comments

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK		COST
TASK I:	ADDITIONAL SUBSURFACE EXPLORATION	$5,000.00
TASK II:	PROJECT SPECIFIC REPORTING REQUIREMENTS	$2,500.00
TASK III:	CALIFORNIA GEOLOGIC SURVEY (CGS) ADMINISTRATION	$2,500.00
TOTAL:		**$10,000.00**

PROPOSED SCHEDULE

We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **$10,000.00**.

11/5/15

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should

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likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)

MM/SKS/jjl

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 13

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **12th** day of **October**, **2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection Services – Gym Team Room Additions** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Gym Team Room Additions

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 1, 2016**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Fifteen Thousand One Hundred Forty Four and 00/100 Dollars ($15,144.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical and Material Testing and Inspection Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/02, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 29, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 13, 2015 (6 pages), attached hereto and made a part of this PAA by this reference.

GYM TEAM ROOM ADDITIONS

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 13, 2015

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Proposed Gym Team Room Additions Project
Cerritos Community College
Norwalk, California
Converse Project No. 08-31-100-00 (34/44)(64/84)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of one (1) team room addition and one (1) storage room addition to the east of the existing gymnasium along with associated fire lane improvements as well as improvements to one (1) team room and one (1) storage room west of the existing gymnasium. The additions are planned to be one-story, light-loaded structures supported by shallow foundations with slab on grade. This proposal is based off the review of the information plans and specifications provided via email on October 2, 2015.

This proposal is submitted with the understanding by both parties that <u>our field services are subject to prevailing wage guidelines</u> per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Laboratory Testing

1. Soils testing.
2. Materials testing.

3. Reinforcing steel sampling and strength.
4. Concrete cylinder sampling and strength.

Soils

1. Review soil reports, project plans and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soil density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556, provided that calibration curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under-slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base, and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs/product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.

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4. Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts and washers per ICBO, CBC and AISC.
7. Prepare reports summarizing all observations and test results.

Structural Steel

1. Review manufacturers test reports for compliance with requirements specified.
2. Verify material identification.
3. Inspect high strength bolted connections.
4. Inspect field welding.
5. Inspect fabrication shop welding.
6. Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
   a. Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
   b. Verify fit-up meets tolerances of WPS and mark joint prior to welding.
   c. Verify welding consumables per contract documents and WPS.
   d. Verify welder qualification and identification.
   e. Verify amperage and voltage at the arc with hand held meters
   f. Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
7. Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
8. Ultrasonically inspect base metal thicker than 1 inch for discontinuities behind welds.
9. Field inspect and test expansion of adhesive anchors and verify that all seats, plates, and reinforcement of other items to be cast into concrete are accurately placed, positioned securely, and positioned securely so as not to cause hardship in placing concrete.
10. Prepare reports summarizing all observations and test results.

Spray Applied Fireproofing

1. Inspect field spray applied fireproofing.
2. Conduct density testing.
3. Conduct bond testing.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel, to assist in maintaining a high level of quality assurance.

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This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$15,144.00**. We have included the detailed breakdown of these services in the cost estimate attached at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated September 22, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

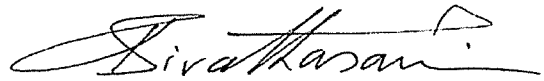
Our services will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

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We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedule, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Cerritos Community College** **Proposed Gym Team Room Additions Project** **Norwalk, California**	**Project No.:** **Date:**	**08-31-100-00** **(34/44)(64/84)** **10/13/2015**

COST ESTIMATE FOR TESTING AND INSPECTION:

FIELD TESTING SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Sample Pick-Up	hour	4	$70.00	$280.00
Soil Technician	hour	32	$95.00	$3,040.00
Material Sampling and Tagging (Rebar)	hour	12	$95.00	$1,140.00
Special Inspector/Concrete	hour	16	$95.00	$1,520.00
Special Inspector/Steel	hour	32	$95.00	$3,040.00
Special Inspector/Steel (NDT, Anchor Bolt Pull Test, Shop Pins)	hour	16	$99.00	$1,584.00
Special Inspector/Fireproofing	hour	8	$95.00	$760.00
Subtotal:				**$11,364.00**

LABORATORY TESTING SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Maximum Dry Density Test (Soil)	test	2	$180.00	$360.00
Compression Strength/Concrete, Mortar, Grout	cylinder	12	$25.00	$300.00
Rebar Bend and Tensile	test	4	$100.00	$400.00
High Strength Bolts	set	2	$300.00	$600.00
Subtotal:				**$1,660.00**

OFFICE SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Office Support	hour	6	$75.00	$450.00
Project Manager/Engineer	hour	4	$150.00	$600.00
Principal-in-Charge	hour	1	$170.00	$170.00
Final Verify Report (Lab, Batch, Steel, Bolting, etc.)	report	2	$300.00	$600.00
Concrete Mix Design Review	mix	2	$150.00	$300.00
Subtotal:				**$2,120.00**

COST ESTIMATE BREAKDOWN

Field Testing Services:	**$11,364.00**
Laboratory Testing Services:	**$1,660.00**
Office Services:	**$2,120.00**
TOTAL COST:	***$15,144.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

10/14/15

10/15/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **12th** day of **October**, **2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study Report – Football Field Scoreboard** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Football Field Scoreboard

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2015**, and will diligently perform as required and complete performance by **November 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand, Seven Hundred Fifty Dollars ($8,750.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Geotechnical Study Report Football Field Scoreboard

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/2, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 23, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated September 25, 2015 (8 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 25, 2015

Mr. David Buted
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT**
Proposed New Football Field Scoreboard
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-282-00

Dear Mr. Buted:

Converse Consultants (Converse) submits this proposal outlining our scope of services and fees to perform a geotechnical study for the above-referenced project. The purpose of the study will be to generate a report for design and Division of State Architect (DSA) submittal purposes, consistent with the current edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings.

In preparation of this proposal we reviewed the information transmitted to us via email on September 19, 2015.

The site is located south of the existing football/track field within the existing Cerritos Community College. The plan is to construct a new scoreboard placed on deep foundations.

CONVERSE PROFILE

Converse Consultants has extensive experience providing geotechnical study reports for design, construction inspection and material testing services for Cerritos College and various community colleges and school districts throughout Southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies pertaining to school design and construction.

To meet the College's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Dr. Siva K. Sivathasan, is a registered Civil and Geotechnical Engineer in California with over 21 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

Principal In Charge and Project Manager: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE, is a Senior Vice President/Principal Engineer with Converse Consultants. Dr. Sivathasan is a registered Civil and Geotechnical Engineer in California and has over 21 years of geotechnical, earthquake engineering, and construction experience. He also has experience in analyzing complex geotechnical problems and has prepared comprehensive reports with detailed recommendations. He is a subject matter expert for the California Board of Professional Engineers, Land Surveyors and Geologists for Geotechnical Engineering Exam Development.

Dr. Sivathasan will have full management, scheduling and fiscal responsibilities for this project. He will also be responsible for assuring that client needs are met in a responsible manner, that work efforts are fully coordinated, and that work performed is of high technical quality.

Senior Geologist: Mark Schluter, PG, CEG, CHG, is a professional geologist and California-certified engineering geologist and hydrogeologist. He has over 35 years of

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experience working in Southern California. Mr. Schluter will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

SCOPE OF SERVICES

Our proposed geotechnical study will provide the necessary personnel, equipment and materials to explore the site, as well as conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of project set-up, personnel from our office will conduct the following:

- Review of existing site reports, if available, as provided by the College
- Coordinate site access with the college facilities representative(s)
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities

Task II: Subsurface Exploration

The field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 60 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with

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successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating liquefaction potential and providing design recommendations.

After completion of the borings, boreholes will be backfilled with soil cuttings. Cold asphalt or cement concrete may be used, if needed, to patch the surface.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate and minimum electrical resistivity
- Sieve analysis and/or hydrometer
- Atterberg limits
- Direct shear
- Consolidation/collapse

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report which will include the following items:

A. Site Condition
1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Faulting and Seismicity
1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes

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3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site coefficient for soil characteristics relative to CBC 2013 earthquakes forces

C. Recommendations for Site Preparation

1. Over excavation and compaction
2. Subgrade preparation
3. Structural backfill
4. Buried utilities and trench backfill
5. Suitability of on-site soils for regrading or for use as compacted fill
6. Types of imported fill, if required, for use as compacted fill
7. Special recommendations for expansive soils or for proposed site work where expansive soils are present
8. Shrinkage and subsidence

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the following table:

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Table No. 1, Cost of Professional Services

TASK		COST
Task I:	Project Set Up	$500.00
Task II:	Subsurface Exploration	$3,500.00
Task III:	Laboratory Testing	$1,750.00
Task IV:	Engineering Analysis and Report	$3,000.00
TOTAL:		**$8,750.00**

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/1/15

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damage of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility markings for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Four (4) copies of one (1) report and a PDF file of the report will be prepared for the project.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $8,750.00. We will submit our invoices on a monthly basis. If the

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field exploration needs to be completed during weekend or after hours, an additional fee of $2,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater nor any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hours advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in one (1) day. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration. One (1) report will be prepared. The preliminary data and recommendations can be provided verbally during the course of the investigation. If the report will need to be submitted before the above-mentioned schedule, an additional fee will be needed to compensate for overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please complete and sign the Acceptance of Agreement and Authorization to Proceed form attached and send it to our office with one copy of this proposal.

This proposal will expire ninety (90) days from its issuance if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

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Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in writing. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: Fee Schedule, General Conditions
Dist: 1/Addressee via email

SKS/MM/jjl

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **November**, **2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing & Inspection Services, Campus Landscape: Alondra & Studebaker** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Landscape: Alondra & Studebaker

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 6, 2015**, and will diligently perform as required and complete performance by **July 1, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-Seven Thousand, Two Hundred Fifty** Dollars **($47,250.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical and Material Testing & Inspection Services, Campus Landscape: Alondra & Studebaker

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/17, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: November 9, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated August 7, 2015 (5 pages) attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 7, 2015

Mr. Robert Gonzalez
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Proposed Campus Landscape Improvement at Alondra Avenue and Studebaker Road Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-255-00

Dear Mr. Gonzalez:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of conducting landscaping improvements near the northwest corner of the Cerritos College campus. This proposal is based off the initial review of the information and preliminary schedules provided via email on August 5, 2015. The construction activities include rough and fine grading at various locations as well as trenching for placement of a pipeline, construction of a new concrete ramp, and some asphalt concrete pavement sections. The time frame for the construction period of this project is scheduled to be from approximately September 17, 2015 through April 19, 2016. Converse understands that there are three phases to this project as well.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based upon the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations where unsuitable or undocumented fills are encountered. Our technicians will ensure that over-excavation is conducted to at least 4 feet below ground surface or complete depth of undocumented fill, whichever is deeper.
4. Perform in-place density tests according to ASTM D6938 (nuclear method). Soil density tests may also be performed by sand cone method according to ASTM D1556. Soils will be observed in accordance with ASTM D1557 to ensure that proctor max curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under-slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs/product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick-up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).

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3. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel, coordinate field and laboratory services, as well as oversee support from our clerical staff to ensure that a high level of quality assurance is maintained.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$47,250.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates are based on the project schedule provided on August 5, 2015.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

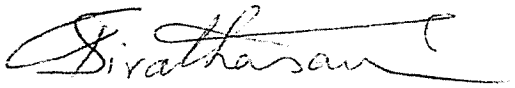
Our services will be performed in accordance with generally accepted engineering practice in this area of Southern California. We make no other warranty, either expressed or implied.

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We understand that this project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via Email)

FM/SKS/jjl

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CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Proposed Campus Landscape Improvement at Alondra Avenue and Studebaker Road Project Cerritos Community College**	**Project No.:**	**15-31-255-00**
		Date:	**8/7/2015**

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project Kick-Off Meeting	hour	4	$150.00	$600.00
Sample Pick-Up	hour	8	$70.00	$560.00
Soil Technician	hour	320	$95.00	$30,400.00
ACI Concrete/Batch Plant for Field	hour	60	$95.00	$5,700.00
Special Inspector/Steel & Testing of Post-Installed Anchors	hour	36	$95.00	$3,420.00
Subtotal:				**$40,680.00**

LABORATORY TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Concrete Compression Strength Test	cylinder	20	$25.00	$500.00
Rebar	test	4	$100.00	$400.00
Asphalt (Max Density)	test	2	$275.00	$550.00
Sieve Analysis	test	2	$180.00	$360.00
Sand Equivalent	test	2	$90.00	$180.00
Soil Compaction Testing (Proctor)	test	5	$180.00	$900.00
Subtotal:				**$2,890.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	24	$75.00	$1,800.00
Project Manager/Engineer	hour	8	$150.00	$1,200.00
Principal-in-Charge	hour	4	$170.00	$680.00
Subtotal:				**$3,680.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$40,680.00**
Laboratory Testing Services:	**$2,890.00**
Office Services:	**$3,680.00**
TOTAL COST:	***$47,250.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

9/10/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **September**, **2015**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Electrical and Chilled Water Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 25, 2015**, and will diligently perform as required and complete performance by **March 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Not-to-Exceed amount of **One Hundred Thirty-Seven Thousand Five Hundred Seventy and 00/100 Dollars ($137,570.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade**

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9/25, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: September 21, 20 15

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated July 28, 2015 (6 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

July 28, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Infrastructure Improvements Phase 4
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 3,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the review of the updated information, schedule and plans provided via email in July 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.

4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs, product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick-up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.
4. Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts and washers per ICBO, CBC & AISC.
7. Prepare reports summarizing all observations and test results.

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Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$137,570.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following: Master Independent Consultant Agreement, Contract No. 14P010.

~~Our estimates are based on the construction schedule dated May 15, 2015~~ provided by the contractor.

- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

Copyright 2015 Converse Consultants

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

Copyright 2015 Converse Consultants

COST ESTIMATE, FEE SCHEDULE
~~AND~~
~~GENERAL CONDITIONS~~

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name: **Infrastructure Improvements Phase 4**
Cerritos Community College

Project No.: **15-31-191-00(30/40)**
Date: **7/28/2015**
(Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project Kick-Off Meeting	hour	4	$170.00	$680.00
Sample Pick-Up	hour	80	$70.00	$5,600.00
Soil Technician	hour	600	$95.00	$57,000.00
ACI Concrete/Batch Plant for Field	hour	240	$95.00	$22,800.00
Special Inspector/Steel (Field)	hour	150	$95.00	$14,250.00
Special Inspector/NDT, Ultrasonic, Pull or Torque	hour	150	$95.00	$14,250.00
Subtotal:				**$114,580.00**

LABORATORY TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Concrete Compression Strength Test	cylinder	160	$25.00	$4,000.00
Compaction Testing (Soil)	test	15	$180.00	$2,700.00
Subtotal:				**$6,700.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	50	$75.00	$3,750.00
Project Manager/Engineer	hour	50	$150.00	$7,500.00
Principal-in-Charge	hour	12	$170.00	$2,040.00
Final Compaction Report	report	1	$2,500.00	$2,500.00
Project Verification Report	report	1	$500.00	$500.00
Subtotal:				**$16,290.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$114,580.00**
Laboratory Testing Services:	**$6,700.00**
Office Services:	**$16,290.00**
TOTAL COST:	***$137,570.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with ~~our proposal~~ District's Agreement

8/6/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August**, **2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Testing & Inspection Services, Metals Building – DSA Uncertified Projects** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. DSA Uncertified Projects

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 25, 2015**, and will diligently perform as required and complete performance by **November 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Four Thousand, Nine Hundred Sixty and 00/100 Dollars ($4,960.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Material Testing & Inspection Services, Metals Building

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10/23, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 8, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference Consultant's proposal dated July 28, 2015 (4 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

. Open 'A' numbers

July 28, 2015

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE MATERIAL TESTING AND INSPECTION SERVICES**
Metals Building ACT Ceiling Supports
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-248-00

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform material testing and inspection services for the subject project.

It is our understanding that the proposed project consists of the replacement of the ACT ceiling supports and tile in rooms 1, 2, 2G, and 3H within the existing Metals Building on the Cerritos College Campus in Norwalk, California. This proposal is based on the initial review of the information and plans provided via email on July 17, 2015.

This proposal is submitted with the understanding by both parties that **our field services are subject to prevailing wage guidelines** per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based upon the information presented to Converse, we will provide pull tests for the Metals Building ceiling replacement project.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel to assist in maintaining a high level of quality assurance.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$4,960.00**. We have included the detailed breakdown of these services in the cost estimate sheet at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates were based on the construction duration schedule dated July 17, 2015 provided by your offices via email with consideration of night working hours.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the rates listed in our existing contract with Pacific Charter School Development as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

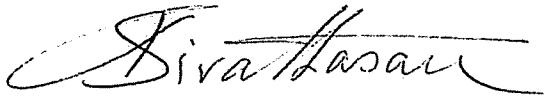
Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

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We understand that this phase of the project is subjected to prevailing wage as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl.: Cost Estimate and Fee Schedules
Dist: 1/Addressee (via e-mail)

MM/SKS/jjl

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CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone: 626/930-1200
Fax: 626/930-1212

Prevailing Wage Project

Project Name:	**Metals Building ACT Ceiling Supports** **Cerritos Community College**	**Project No.:** **Date:**	**15-31-248-00** **28-Jul-15**

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Special Inspector/NDT, Ultrasonic, Pull or Torque	hour	40	$95.00	$3,800.00
Subtotal:				**$3,800.00**

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	4	$55.00	$220.00
Project Manager/Engineer	hour	4	$150.00	$600.00
Principal-in-Charge	hour	2	$170.00	$340.00
Subtotal:				**$1,160.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$3,800.00**
Office Services:	**$1,160.00**
Total Cost for Material Inspection and Testing:	***$4,960.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/30/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August, 2015** by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/Geotechnical Study Report, Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **September 1, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **TWENTY THOUSAND SEVEN HUNDRED and 00/100 Dollars ($20,700.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geoseismic/Geotechnical Study Report – Field House

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 8, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference Consultant's proposal dated September 17, 2014 (9 pages, with noted District changes), attached hereto and made a part of this PAA by this reference

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 17, 2014

Mr. Jeffery Carreon
Program Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOSEISMIC/ GEOTECHNICAL STUDY REPORT**
Proposed Field House Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-263-00

Dear Mr. Carreon:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of the preliminary study will be to generate a report for preliminary design only, consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey Note 48, latest edition..

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on September 17, 2014

The site is located north of existing track field within the existing Cerritos Community College and is planned to construct a new field house. The plan dimension is not known at this time. It may be a multi-story concrete/steel framed at grade building. No basement is planned at this time.

It is our understanding that our scope of work presented in this proposal may not be sufficient due to the project information is in a preliminary stage, therefore, future works may be required in order to meet the project requirements and CGS submittal. Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staffs are familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff is licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements pending on the final design and layout of the project.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the District Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Boring

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of four (4) exploratory borings. Two (2) borings within the proposed field house area will be drilled to depths of about 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Two (2) borings within the

proposed parking areas will be drilled to depths of about 10 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

In-Situ Percolation Testing (Optional)

Percolation testing will consist of drilling a total of one (1) additional boring to depths of 10 to 20 feet, respectively. The borings will be drilled using a truck-mounted rig equipped with hollow stem augers. Soil materials encountered will be continuously logged and classified in the field by visual/manual examination, in accordance with the Unified Soil Classification System.

The continuous pre-soak (falling-head) test procedure will be utilized for percolation testing. In accordance with the LID Standards Manual, the test holes will be pre-soaked for 30 minutes immediately prior to testing. Testing will start following the presoak period. Measurements in the drop in water level will be taken at regular intervals of 30 minutes, with the test hole refilled to approximately the same depth after each measurement. At least 8 measurements will be taken, or until a stabilized rate of drop is

achieved. Where water drains faster than half of the initial wetted depth in 30 minutes or less on two consecutive readings, the time interval will be adjusted to 10 minutes. The drop in water level will be recorded to the nearest tenth of a foot. The data collected will be presented in inches per hour.

After completion of the percolation test borings, the boreholes will be backfilled with soil cuttings and patched with cold asphalt if needed.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate and minimum electrical resistivity
- Sieve Analysis and/or hydrometer
- Atterberg limits
- Modified Proctor
- Direct Shear
- Consolidation/Collapse
- R-value

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Preliminary Faulting and Seismicity

1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes

3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces

C. Preliminary Recommendations for Site Preparation

1. Grading
2. Over excavation and compaction
3. Subgrade preparation
4. Structural backfill
5. Buried utilities and trench backfill
6. Suitability of on-site soils for regarding or for use as compacted fill
7. Types of imported fill (if required) for use as compacted fill
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present
9. Shrinkage and subsidence
10. Percolation rate (if requested)

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement
5. Modulus of subgrade reaction

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations
2. Recommendations for excavation adjacent to existing structures

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NO		COST
TASK I:	PROJECT SET-UP	$350.00
TASK II:	SUBSURFACE EXPLORATION (SOIL BORINGS) IN-SITU PERCOLATION TESTING (OPTIONAL)	$3,800.00 $2,300.00
TASK III:	LABORATORY TESTING	$2,500.00
TASK IV:	ENGINEERING ANALYSES AND REPORT	$3,200.00
~~**TOTAL (without Percolation Testing):**~~		~~**$9,850.00**~~
TOTAL (with Percolation Testing):		**$12,150.00**

FOUNDATION ADDED BORING/REPORTS 8,550 = $ 20,700

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

7/16/15

Our cost is based on the following assumptions:

- Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements.
- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring**

near the area of potential settlement. We will not be responsible for any marking left by us and USA.

- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Five (5) copies of one report and PDF file of report will be prepared for the project.
- In-situ percolation testing will be conducted if requested with additional of $2,300.00.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $9,850.00 ($12,150.00 with optional percolation testing). We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $3,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, the USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in

this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)

WHC/jjl

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **28th** day of **May, 2015**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Recommendations Report – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Electrical and Chilled Water Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **July 1, 2015**, and will diligently perform as required and complete performance by **August 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Five Hundred and 00/100 Dollars ($5,500.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Recommendations Report

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Siva Sivathasan / HASHMI QUAZI
Print Title: Vice President of Business Svcs.	Print Title: Vice President/Principal Engineer PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated May 14, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

May 14, 2015

Mr. Hector Melara
Project Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL - GEOTECHNICAL RECOMMENDATIONS REPORT**
Infrastructure Improvements Phase 4 Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(-01)

Dear Mr. Melara:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical recommendations report for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 2,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the initial review of the information and plans provided via email on April 28, 2015 and the estimated schedule received May 8, 2015.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

- Review the updated plans
- Review relevant geotechnical reports adjacent to the project sites to retrieve and compile relevant data.
- Prepare a geotechnical recommendations report to include the following:
    - Description of on-site soils, boring locations, and lab results
    - Recommendations for site preparation
        1. Subgrade preparation
        2. Buried utilities and trench backfill
        3. Suitability of on-site soils for use as compacted fill
        4. Types of imported fill (if required) for use as compacted fill
        5. Special recommendations for expansive soils or for proposed site work where expansive soils are present

PROPOSED SCHEDULE AND FEE

We have assumed that we have permission to utilize the information in our reports for the various projects on campus as a basis to prepare the geotechnical recommendations report. We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **$5,500.00**. 5/27/15 PR(RW) 5/28/15

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule

MM/SKS/jjl

Copyright 2015 Converse Consultants

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2016.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$75
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	85
Coring Technician (including machine and power generator)	85
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Senior Soils Technician	80
Sample Pick-up	70
Professional Services (Field and Office)	
Staff Professional	$100
Senior Staff Professional	110
Project Professional	135
Project Manager	150
Senior Professional	150
Principal Professional	170
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$75
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$75
Drafting	80
CAD Operator/Drafting Manager	80

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **May, 2015**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Inspection and Testing – Child Development Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Child Development Center Relocation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1**, **2015**, and will diligently perform as required and complete performance by **July 1**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Four Thousand Five Hundred and 00/100 Dollars ($24,500.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Material Inspection and Testing

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Siva Sivathasan / Hashmi
Print Title: Vice President of Business Svcs.	Print Title: Vice President/Principal Engineer PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated March 25, 2015 (1 page), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering and Environmental Sciences

222 East Huntington Drive, Suite 211
Monrovia, California 91016-3500

☎ (626) 930-1200
Fax (626) 930-1214
IRS No. 95-4020122

March 25, 2015
Invoice No: 12-31260-30-0000007

Tilden Coil Constructors
ATTN: Martha Walsworth
Cerritos Community College
11110 Alondra Boulevard
Norwalk CA 90650

WHC

Project: 12-31260-30 Cerritos College/Child Development Cntr

PO # 0000050848 ($41,449.00)
Contract No. 14P010, PAA #5 ($29,852.00)
This invoice is submitted in accordance with our October 3, 2013 proposal
Services provided were testing & inspection services.

Professional services from October 3, 2014 to January 2, 2015

Professional Personnel

	Hours	Rate	Amount	
Office Support	23.37	60.00	1,402.00	
Field Technician	90.00	85.00	7,650.00	
Masonry Coring	4.00	82.00	328.00	
Special Inspector/ Torque Test	18.00	88.00	1,584.00	
ACI Technicians	42.00	82.00	3,444.00	
Sample Pickup	28.00	50.00	1,400.00	
ACI Technicians (Batch Plant)	44.00	82.00	3,608.00	
Rebar Tag & Sample	4.00	82.00	328.00	
Inspector/Steel Shop	58.00	82.00	4,756.00	
Totals	311.37		24,500.00	
Total Labor				**24,500.00**

Total this invoice **$24,500.00**

Billing Contact
Hoa Tran
626-930-1255
htran@converseconsultants.com

3/25/15

Approved for payment Date

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **January**, **2015**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation & Testing, Material Inspection & Testing – PO 50848 Increase** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Child Development Center Relocation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Nine Thousand Eight Hundred Fifty-Two and 00/100 Dollars ($29,852.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Observation and Testing
      2) Material Inspection and Testing

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 26, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122

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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated September 24, 2014 (3 pages) attached hereto and made a part of this PAA by this reference.

14P010-05

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 24, 2014

Mr. Jimmy Riordan
Project Manager
Tilden-Coil Constructors, Inc.
11110 Alondra Boulevard
Norwalk, California 90650

Subject: **REQUEST FOR BUDGET AMENDMENT No. 1 FOR MATERIALS TESTING AND INSPECTION SERVICES**
Child Development Center
Cerritos College, Norwalk, California
Cerritos College PO No.: 0000050848
Converse Project No. 12-31-260-30/40

Dear Mr. Riordan:

Converse Consultants (Converse) has prepared this letter to provide a budget status for our services associated with the above-referenced project. Converse provides services in accordance with PO# 0000050848.

Based on our review of the project's progress through week ending July 25, 2014, an amount of $34,331 out of the total budget of $41,449 has been spent. Based on our understanding of the project progress, discussion of the project with the Project Inspector and review of the construction schedule, there will be about 160 hours of soil technician, 90 hours of ACI concrete technician and 50 hours of welding inspector time and other miscellaneous inspection and testing required to complete the project.

The discrepancy between project completion and budget spent is a result of the extended geotechnical, materials testing and inspection services.

Converse has prepared a detailed breakdown of services that will be required to complete the project and has attached the details at the end of this letter. Converse would like to request and additional $29,852.00 to complete the project.

If you have any questions or wish to discuss this letter in greater detail, please feel free to call the undersigned at (626) 930-1222. The opportunity to be of continued service is appreciated.

CONVERSE CONSULTANTS

William Chu, P.E.
Principal Engineer

Dist.: 1/Addressee
Encl.: Detailed Breakdown for Budget Amendment No. 1
WHC/ht/jjl

222 East Huntington Drive, Suite 211, Monrovia, California 91016-3500
Telephone: (626) 930-1200 ♦ Facsimile: (626) 930-1212 ♦ e-mail: converse@converseconsultants.com

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Budget Amendment No.1

Project Name: **CDC**
Cerritos College
Norwalk, California

Project No.: **12-31-260-30/40**
Date: **09/24/14**

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Field technician (soil, aggregate base and asphalt)	hour	160	$85.00	$13,600.00
Subtotal:				**$13,600.00**

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (aggregate base)	test	1	$120.00	$120.00
Asphalt concrete Marshall Density	test	1	$150.00	$150.00
Subtotal:				**$270.00**

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	2	$60.00	$120.00
Project manager	hour	2	$135.00	$270.00
Principal-in-charge	hour	0	$145.00	$0.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				**$690.00**

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$13,600.00**
Laboratory Testing Services:	**$270.00**
Office Services:	**$690.00**
Total Cost for Earthwork:	**$14,560.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Budget Amendment No. 1

Project Name:	**CDC**	**Project No.:**	**12-31-260-30/40**
	Cerritos College	**Date:**	**09/24/14**
	Norwalk, California		

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Sample pick-up	hour	10	$50.00	$500.00
Special Inspector/Welding	hour	50	$82.00	$4,100.00
ACI Technicians (Field and Batch Plant)	hour	90	$82.00	$7,380.00
NDT	hour	24	$88.00	$2,112.00
Subtotal:				$14,092.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Compression strength/concrete, mortar, grout	cylinder	15	$23.00	$345.00
Subtotal:				$345.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	2	$60.00	$120.00
Project manager/engineer	hour	1	$135.00	$135.00
Principal-in-charge	hour	0	$145.00	$0.00
Final verify report (lab, batch, etc.)	report	2	$300.00	$600.00
Subtotal:				$855.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$14,092.00**
Laboratory Testing Services:	**$345.00**
Office Services:	**$855.00**
Total Cost for Material Inspection and Testing:	***$15,292.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$14,560.00**
Total Cost for Material Inspection and Testing:	**$15,292.00**
Total Cost for Grading, Material Inspection and Testing:	***$29,852.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 21, 2015**
Agenda Item No. 18

FROM:
Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Child Development Center Relocation Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Child Development Center Relocation Project.

FISCAL IMPACT
The total contract sum shall be for $29,852; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 5 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE CHILD DEVELOPMENT CENTER RELOCATION PROJECT
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 5 arises out of Cerritos College's desire to obtain the necessary geoseismic/geotechnical study for the Child Development Center Relocation project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geoseismic/geotechnical study and generation of a report for a design consistent with the current edition of the California Building Code.

Period: The time period will be from January 30, 2015 through December 31, 2015.

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

ATTACHMENT(S)
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants
Draft of Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **25th** day of **November**, **2014**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical/Geoseismic Study Report – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restrooms

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 1, 2014**, and will diligently perform as required and complete performance by **December 1, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand Nine Hundred Fifty and 00/100 Dollars ($8,950.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical/Geoseismic Study Report

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27/15, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATAL

Print Title: V.P. OF BUSINESS SVCS

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~4200~~ 1275

Facsimile: 626-930-1212

E-Mail: ~~wchu~~ksivathasan@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 21, 2014

Job Name: Sports Field Restroom
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65056
6130

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE**
GEOSEISMIC / GEOTECHNICAL STUDY REPORT
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2, 2014
- Conducted a site visit on October 8, 2014

The site is located south of the existing softball field within the existing Cerritos Community College and is planned for construction of a new sports field restroom. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years of experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of two (2) exploratory borings. Borings within the proposed sports field restroom area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

In-Situ Percolation Testing (Optional)

Percolation testing will consist of drilling a total of one (1) additional boring to depths of 10 to 20 feet, respectively. The borings will be drilled using a truck-mounted rig equipped with hollow stem

augers. Soil materials encountered will be continuously logged and classified in the field by visual/manual examination, in accordance with the Unified Soil Classification System.

The continuous pre-soak (falling-head) test procedure will be utilized for percolation testing. In accordance with the LID Standards Manual, the test holes will be pre-soaked for 30 minutes immediately prior to testing. Testing will start following the presoak period. Measurements in the drop in water level will be taken at regular intervals of 30 minutes, with the test hole refilled to approximately the same depth after each measurement. At least 8 measurements will be taken, or until a stabilized rate of drop is achieved. Where water drains faster than half of the initial wetted depth in 30 minutes or less on two consecutive readings, the time interval will be adjusted to 10 minutes. The drop in water level will be recorded to the nearest tenth of a foot. The data collected will be presented in inches per hour.

After completion of the percolation test borings, the boreholes will be backfilled with soil cuttings and patched with cold asphalt if needed.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.

B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.

C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
   - Active Earth Pressures.
   - Passive Earth Pressures.
   - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	$350.00
TASK II:	SUBSURFACE EXPLORATION (SOIL BORINGS) IN-SITU PERCOLATION TESTING (OPTIONAL)	$3,500.00 $2,300.00
TASK III:	LABORATORY TESTING	$2,300.00
TASK IV:	ENGINEERING ANALYSES AND REPORT	$2,800.00
TOTAL (without Percolation Testing):		**$8,950.00**
TOTAL (with Percolation Testing):		**$11,250.00**

10/23/14

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/31/14

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.

- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Five (5) copies of one report and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of $2,300.00.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $8,950.00 ($11,250.00 with optional percolation testing). We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $2,500.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

~~Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.~~

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS

William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl

FEE SCHEDULE AND GENERAL CONDITIONS

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50
Professional Services (Field and Office)	
Staff Professional	$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement

~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.~~
~~4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

~~Invoices~~

~~1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.~~
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
~~3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.~~

~~General Conditions~~

~~The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.~~

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/geotechnical study for proposed shade structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand, Three-Hundred, Fifty and 00/100 Dollars ($28,350.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geoseismic/geotechnical study for seven proposed shade structures

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

95-4020122
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District omissions and deletions), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

Job Name: SHADE STRUCTURES
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65057
6130

October 21, 2014

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE**
GEOSEISMIC / GEOTECHNICAL STUDY REPORT
Proposed Shade Structures at Seven Locations Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2 and 21, 2014
- Conducted a site visit on October 8, 2014

The seven (7) different sites are located within the existing Cerritos Community College and proposed shade structures are planned to be constructed at each location. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet at each location. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational

institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years of experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare

geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of twelve (12) exploratory borings. Two (2) borings at each location (except the location within the existing Aquatic Center) within the proposed shade structure area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Due to the availability of an existing soil report and the Aquatic Center site was recently constructed, the subgrade soils were observed and tested by Converse and had been certified as engineered fills for the proposed shade structures location. Therefore, no borings will be drilled at this site.

The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report for all seven (7) sites, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.

B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.

C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
   - Active Earth Pressures.
   - Passive Earth Pressures.
   - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	$550.00
TASK II:	SUBSURFACE EXPLORATION (12 soil borings at 6 sites)	$11,000.00
TASK III:	LABORATORY TESTING	$12,000.00
TASK IV:	ENGINEERING ANALYSES AND REPORT (one report for all 7 sites)	$4,800.00
TOTAL (without Percolation Testing):		**$28,350.00**

MR (FAC) 10/23/14

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/30/14

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.
- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.

- Five (5) copies of one report for all seven (7) sites and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of $2,300.00 for each location.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $28,350.00. We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $6,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in three (3) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

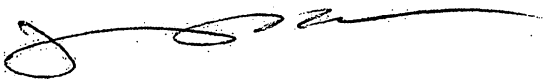
It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl

FEE SCHEDULE AND GENERAL CONDITIONS

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50
Professional Services (Field and Office)	
Staff Professional	$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement.

~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty five cents per mile for company owned vehicles traveling between principal office and project.~~
~~4. Other out of pocket direct project expenses (aerial photos, long distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

~~Invoices~~

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 10, 2014**
Agenda Item No. 43

FROM:
Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 3 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Shade Structures Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 3 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Shade Structures Project.

FISCAL IMPACT
The total contract sum shall be for $28,350; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 3 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR SHADE STRUCTURES
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 3 arises out of Cerritos College's desire to obtain the necessary geoseismic/geotechnical study for the shade structures project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geoseismic/geotechnical study and generation of a report for design consistent with the current edition of the California Building Code.

Period: The time period will be from December 10, 2014 through October 31, 2016.

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

ATTACHMENT(S)
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants
Draft of Project Assignment Agreement No. 3 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP,

DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **December 11, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **The Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Shade Structures** 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 Geoseismic/Geotechnical Study Services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated

November 13, 2014 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 **December 10, 2014** 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT 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 "2". The INDEPENDENT CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in

ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **$7,500.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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 "2"

(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: December 14, 2015

Converse Professional Group, DBA Converse Consultants

By: S. Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Dated: 12/17, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: V.P. of Business Services

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 Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Jeffery Carreon, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding Geotechnical Update Report Proposed Shade Structures at Seven Locations Project (2 pages; pages omitted intentionally), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Expedited report to meet project scheduling needs.
    b. Revisions to meet design team (structural/civil) review comments.
3. Task 2 – California Geologic Survey (CGS) Administration
    a. Response to CGS review comments
4. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
5. Includes workers' compensation insurance as required by law.
6. Cost of Professional Services
    a. Task 1 $ 4,000.00
    b. Task 2 $ 3,500.00
    c. Total $ 7,500.00
7. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

June 8, 2015

Mr. Jeffery Carreon
Program Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL FOR GEOTECHNICAL UPDATE REPORT**
Proposed Shade Structures at Seven Locations Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00(-02)

Dear Mr. Carreon:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical update report for the subject project.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

Task I: Project Specific Reporting Requirements

- Expedited report to meet project scheduling needs
- Revisions to meet design team (structural/civil) review comments

Task II: California Geologic Survey (CGS) Administration

- Response to CGS review comments

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK		COST
TASK I:	PROJECT SPECIFIC REPORTING REQUIREMENTS	$4,000.00
TASK II:	CALIFORNIA GEOLOGIC SURVEY (CGS) ADMINISTRATION	$3,500.00
TOTAL:		**$7,500.00**

11/5/15

PROPOSED SCHEDULE

We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **$7,500.00**.

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)

MM/SKS/jjl

Copyright 2015 Converse Consultants

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation and Testing, Material Inspection and Testing** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. CIS/Math

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Forty Thousand, Eight-Hundred, Thirty-Seven and 00/100 Dollars ($340,837.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Observation & Testing, as required
      2) Material Inspection & Testing, as required

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

95-4020122
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Math/CIS Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (31/41)
Date: 06/26/14 (Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$140.00	$560.00
Sample Pick-up	hour	2	$50.00	$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	1040	$88.00	$91,520.00
Project manager/engineer	hour	24	$140.00	$3,360.00
Subtotal:				$95,540.00

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil)	test	2	$120.00	$240.00
Maximum dry density test (aggregate base)	test	1	$125.00	$125.00
Asphalt concrete Marshall Density	test	1	$160.00	$160.00
Subtotal:				$525.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	24	$60.00	$1,440.00
Project manager	hour	16	$140.00	$2,240.00
Principal-in-charge	hour	4	$150.00	$600.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$95,540.00**
Laboratory Testing Services:	**$525.00**
Office Services:	**$4,580.00**
Total Cost for Earthwork:	**$100,645.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: CIS/MATH
New PO#: (Y) / N
PO#: TBD CO#: ____
FUND: 42.0

Notes: 64045
6220

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Math/CIS Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (31/41)
Date: 06/26/14
(Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Sample pick-up	hour	90	$50.00	$4,500.00
Special Inspector/Material ID and Sampling	hour	16	$86.00	$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	980	$86.00	$84,280.00
Special Inspector/pull or torque testing or NDT	hour	80	$90.00	$7,200.00
ACI Technicians	hour	880	$86.00	$75,680.00
ACI Technicians (batch plant)	hour	600	$86.00	$51,600.00
Subtotal:				$224,636.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Rebar bend and tensile	sample	48	$85.00	$4,080.00
High strength bolts	sample	8	$260.00	$2,080.00
Compression strength/concrete	cylinder	84	$24.00	$2,016.00
Subtotal:				$8,176.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	32	$60.00	$1,920.00
Project manager/engineer	hour	24	$140.00	$3,360.00
Principal-in-charge	hour	6	$150.00	$900.00
Final verify report (lab, steel, batch, etc.)	report	4	$300.00	$1,200.00
Subtotal:				$7,380.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$224,636.00**
Laboratory Testing Services:	**$8,176.00**
Office Services:	**$7,380.00**
Total Cost for Material Inspection and Testing:	***$240,192.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$100,645.00**
Total Cost for Material Inspection and Testing:	**$240,192.00**
Total Cost for Grading, Material Inspection and Testing:	***$340,837.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/10/14

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 10, 2014**

Agenda Item No. 40

FROM:

Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building**

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New CIS/Math Building.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed $340,837; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 2 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW CIS/MATH BUILDING
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 2 arises out of Cerritos College's desire to obtain the necessary testing for the CIS/Math Building project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Period: The time period will be from November 12, 2014 through October 31, 2016.

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

ATTACHMENT(S)
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants
Draft of Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation and Testing, Material Inspection and Testing** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Fine Arts

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Six Thousand, Two-Hundred, Seventeen and no/100 Dollars ($306,217.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Observation & Testing, as required
      2) Material Inspection & Testing, as required

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4030122 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Fine Arts Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (30/40)
Date: 08/26/14
(Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$140.00	$560.00
Sample Pick-up	hour	2	$50.00	$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	800	$88.00	$70,400.00
Project manager/engineer	hour	20	$140.00	$2,800.00
Subtotal:				$73,860.00

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil)	test	2	$120.00	$240.00
Maximum dry density test (aggregate base)	test	1	$125.00	$125.00
Asphalt concrete Marshall Density	test	1	$160.00	$160.00
Subtotal:				$525.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	24	$60.00	$1,440.00
Project manager	hour	16	$140.00	$2,240.00
Principal-in-charge	hour	4	$150.00	$600.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$73,860.00**
Laboratory Testing Services:	**$525.00**
Office Services:	**$4,580.00**
Total Cost for Earthwork:	**$78,965.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: Fine Arts
New PO#: Y / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65040
6220

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Fine Arts Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (30/40)
Date: 06/26/14
(Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Sample pick-up	hour	60	$50.00	$3,000.00
Special Inspector/Material ID and Sampling	hour	16	$86.00	$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	880	$86.00	$75,680.00
Special Inspector/pull or torque testing or NDT	hour	60	$90.00	$5,400.00
ACI Technicians	hour	880	$86.00	$75,680.00
ACI Technicians (batch plant)	hour	600	$86.00	$51,600.00
Subtotal:				$212,736.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Rebar bend and tensile	sample	48	$85.00	$4,080.00
High strength bolts	sample	8	$260.00	$2,080.00
Compression strength/concrete	cylinder	84	$24.00	$2,016.00
Subtotal:				$8,176.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Office support	hour	24	$60.00	$1,440.00
Project manager/engineer	hour	20	$140.00	$2,800.00
Principal-in-charge	hour	6	$150.00	$900.00
Final verify report (lab, steel, batch, etc.)	report	4	$300.00	$1,200.00
Subtotal:				$6,340.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$212,736.00**
Laboratory Testing Services:	**$8,176.00**
Office Services:	**$6,340.00**
Total Cost for Material Inspection and Testing:	***$227,252.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$78,965.00**
Total Cost for Material Inspection and Testing:	**$227,252.00**
Total Cost for Grading, Material Inspection and Testing:	***$306,217.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/10/14

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 10, 2014**

Agenda Item No. 41

FROM: Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building**

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed $306,217; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW FINE ARTS BUILDING
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. 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.

Project Assignment Agreement No. 1 arises out of Cerritos College's desire to obtain the necessary testing services for the Fine Arts Building project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Period: The time period will be from November 12, 2014 through October 31, 2016.

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

ATTACHMENT(S)
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants
Draft of Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP,

DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **December 11, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **The Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Fine Arts** 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 **GPR Scanning and Marking Services for Shear Walls** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 13, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be

detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 **December 10, 2014** 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT 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 "2". The INDEPENDENT CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in

ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **$9,000.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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 "2"

(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: December 14, 2015

The Converse Professional Group, DBA Converse Consultants

By: Siva Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Dated: 12/17, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: V.P. of Business Services

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 Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 23, 2015 regarding GPR Scanning and Marking, Fine Arts Building, Shear Walls Project (5 pages, with noted District changes; pages omitted intentionally), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Provide ground penetrating radar scanning and the marking of deficient areas of shear walls.
    b. Mark areas that that may have incurred voids during concrete pours.
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
    a. Field Testing Services $ 7,400.00
    b. Office Services $ 1,600.00
    c. Total $ 9,000.00
6. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 23, 2015

Mr. David Buted
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **COST PROPOSAL TO PROVIDE GPR SCANNING AND MARKING**
Fine Arts Building – Shear Walls
Cerritos Community College
Norwalk, California
Converse Project No. 12-31-104-00 (61/81)

Dear Mr. Buted:

Converse Consultants appreciates the opportunity to submit our cost proposal to provide ground penetrating radar scanning and the marking of deficient areas of shear walls. We understand that the shear walls may have voids in them. Converse understands that we are asked to supply technicians to scan and mark the constructed shear walls at the direction of Cerritos Community College and mark areas that may have incurred voids during the concrete pour.

Assumptions Related to Services during Construction

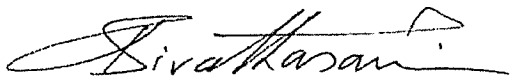
- ~~For scheduled GPR scanning, there is a four-hour charge for any time on the field between zero and four hours, and an eight-hour charge for any time on the field between four and eight hours.~~
- ~~An eight-hour day at the site each day. Overtime will be charged at 1.5 times the regular hourly rate.~~
- ~~There will be a four-hour minimum charge in case of work cancellation after our field personnel have been dispatched. Our technicians will be dispatched with at least a four-hour minimum charge and an eight-hour minimum charge for any time more than four hours.~~
- It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.
- Our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- **Our field time for the project will be determined by your staff, for this estimate we have approximated the total number of hours based on project description, construction schedule, and overall project cost.**

- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our contract with Cerritos Community College.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or our contract with Cerritos Community College.
- Our field representative will not direct, supervise or lay out the work of the contractor.
- Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with our contract with Cerritos Community College.
- If services are provided on an as-needed basis, no comments regarding compaction procedures or observations will be made. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- This proposal assumes that the total scanning and marking will be conducted within the duration of one week uninterrupted. The GPR scanning will take place uninterrupted from day one of scheduled scanning to the end of two additional business days thereafter. A duration interval of more than one week between initial and last day of scanning will incur additional fees.

We require 72 hours advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.

Please contact the undersigned at (626) 930-1275 if you have any questions or would like to discuss our submittal in greater detail. We thank Tilden-Coil Constructors and Cerritos Community College for the opportunity to be of service.

CONVERSE CONSULTANTS



Siva K. Sivathasan, Ph. D., PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: Cost Estimate, Subcontractor's Estimate
Dist: 1/Addressee via email

FM/SKS/jjl

Copyright 2015 Converse Consultants

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Fine Arts Building Shear Walls GPR Scanning and Marking** **Cerritos Community College** **Norwalk, California**	**Project No.:** **Date:**	**12-31-104-00 (61/81)** **9/23/2015**

COST ESTIMATE FOR GPR TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Ground Penetrating Radar (4 hour minimum, else 8 hour minimum)	hour	24	$175.00	$4,200.00
Lift Rental	week	1	$3,200.00	$3,200.00
Subtotal:				**$7,400.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support-Clerical and/or Word Processing	hour	3	$60.00	$180.00
Project Manager	hour	8	$140.00	$1,120.00
Principal Professional	hour	2	$150.00	$300.00
Subtotal:				**$1,600.00**

COST ESTIMATE BREAKDOWN

Field Testing Services:	**$7,400.00**
Office Services:	**$1,600.00**
TOTAL COST:	***$9,000.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

11/12/15

17595 Harvard, Suite C-237
Irvine, CA 92614
Phone: (714) 427-0501
Fax: (714) 427-0502
www.inspection-resources.com

INSPECTION RESOURCES
EXPERTS IN NON-DESTRUCTIVE TESTING

Ground Penetrating Radar (GPR)
Structural Radar Services
Quotation

09/18/2015 **Quotation #: 1597**

Client Information
Converse Consultants
222 East Huntington Dr, Suite 211
Monrovia, CA 91016
Attn: Mr. Farjad Mohammadi

Project Information
Cerritos College
11110 Alondra Blvd
Norwalk, CA 90650

Scope of Services

- Ground Penetrating Radar (Structural Radar) Services of 8 concrete walls to locate voids as per job walk on 08/20/2015.
- This proposal is based on estimated hourly breakdown and rates, uninterrupted and clear to the subject work area and quoted scope of services.
- If scope of work increases while our technicians are on site, billing will be in accordance with rates listed below on a fractional hourly basis.
- Quote is assumed for work taking place during normal work hours between 12:00am to 11:59 pm PST Monday through Friday.

Project Duration and Estimate of Fees

Item	Qty	U/M	Rate	Total
Ground Penetrating Radar Services (Straight Time)	24	Hr	$175.00	$4,200.00
			Estimate Total:	**$4,200.00**

Stipulations:

- GPR Billing will be on a 4 and 8 hour minimum basis and in accordance with Attachment "B" – Basis of Fees.
- See attachment "D" for Structural Radar (GPR) Abilities and Limitations.

Thank you for the opportunity to propose our services. If you have any questions, or require additional information, please let me know.

Regards,

Kevin Wattie
Dispatch/ Project Administrator

3033 S. Harbor Blvd.
Santa Ana, CA 92704
Phone: (714) 427-0501
Fax: (714) 427-0502

INSPECTION RESOURCES
EXPERTS IN NON-DESTRUCTIVE TESTING

Structural Radar
Abilities and Limitations

- *Contractor is responsible for maintaining all lines drawn (test results) on concrete and masonry.*
- *Scans conducted near walls, ceilings or borders will result in a 3" dead zone (area that cannot be scanned).*
- *Targets located with GPR are marked directly on scanning surface using BLACK, BLUE OR GREEN color markers.*
- *Live 50/60 Hz Electrical targets are marked in RED color markers.*
- *Un-energized / low voltage wires / data cables in plastic conduit cannot be easily detected with conventional GPR/Electromagnetic methods. Client understands that detection using GPR/Electromagnetic methods are performed on a best effort basis and results are not guaranteed. If client wishes to guarantee location of these elements, X-Ray shall be required.*
- *It is recommended that client stays 2" away from all targets marked.*
- *If GPR target lines physically marked on test area(s) by the technician are in conflict with the specified layout for saw cut, drilling and/or coring operations, it is recommended that written approval is obtained from authorized client representative prior to commencement of any saw cut, drilling and/or coring operations.*
- *Client understands that GPR interpretations do not differentiate between rebar, conduit, and/or PT cable in highly congested area(s) with any combination of these elements. If client is requesting that these elements must be positively identified, then X-ray shall be required.*
- *Rough surface conditions, obstructions in immediate GPR scanning area, high density wire mesh, weather proofing, or air gaps between structural concrete/masonry layers may impede or prohibit radar penetration. If such condition(s) exist, alternative methods may be necessary.*

_____ _____

Client Signature Date

Cerritos College

AMENDMENT NO. 2

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Fine Arts** 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 **GPR Testing, Shear Walls** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 **December 10, 2014** 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT 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 "2". The INDEPENDENT CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **$9,652.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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 "2"

(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: April 27th, 2016

Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Dated: MAY 6, 2016

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: V.P. of Business Services

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 Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 22, 2015 regarding GPR Testing Fine Arts Building, Shear Walls Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Provide ground penetrating radar (GPR) testing of four constructed concrete shear walls.
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes Prevailing Wages, as required by law, for all field labor/work.
5. Cost of Professional Services
    a. Field Testing Services $ 8,112.00
    b. Office Services $ 1,540.00
    c. Total $ 9,652.00
6. Schedule
    a. March 2016 – June 2016
    b. Report preparation within two (2) weeks

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

June 22, 2015 (Revised)

Mr. David Buted
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **REVISED COST PROPOSAL AND FEE SCHEDULES TO PROVIDE GPR TESTING**
Fine Arts Building – Shear Walls
Cerritos Community College
Norwalk, California
Converse Project No. 12-31104-60

Mr. Buted:

Converse Consultants appreciates the opportunity to submit our revised cost proposal to provide ground penetrating radar testing of four constructed concrete shear walls, including three walls cast with one-inch aggregate concrete and one wall with 3/8-inch aggregate concrete. We have included our revised cost estimate, as requested.

Assumptions Related to Services During Construction

- An eight-hour day at the site each day. Overtime will be charged at 1.5 times the regular hourly rate.
- There will be a two-hour minimum charge in case of work cancellation after our field personnel have been dispatched.
- It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.
- Our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- **Our field time for the project will be determined by your staff, for this estimate we have approximated the total number of hours based on project description, construction schedule, and overall project cost.**
- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our contract with Cerritos Community College.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or our contract with Cerritos Community College.

- Our field representative will not direct, supervise or lay out the work of the contractor.
- Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with our contract with Cerritos Community College.
- If services are provided on an as-needed basis, no comments regarding compaction procedures or observations will be made. Daily field reports indicating work performed and test locations will be provided as the testing is completed.

We require 48 hours advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.

Please contact the undersigned at (626) 930-1275 if you have any questions or would like to discuss our submittal in greater detail. We thank Tilden-Coil Constructors and Cerritos Community College for the opportunity to be of service.

CONVERSE CONSULTANTS

Siva K. Sivathasan, Ph. D., PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate
Dist: 1/Addressee via email

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CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Revised

Project Name:	**Fine Arts Building Shear Walls GPR Testing** **Cerritos Community College** **Norwalk, California**	**Project No.:** **Date:**	**12-31-104-60** **6/22/2015**

COST ESTIMATE FOR GPR TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Ground Penetrating Radar	day	2.5	$1,600.00	$4,000.00
Lift Operator	hours	24	$88.00	$2,112.00
Lift Rental	week	1	$2,000.00	$2,000.00
Subtotal:				**$8,112.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support-Clerical and/or Word Processing	hour	2	$60.00	$120.00
Project Manager	hour	8	$140.00	$1,120.00
Principal Professional	hour	2	$150.00	$300.00
Subtotal:				**$1,540.00**

COST ESTIMATE BREAKDOWN

Field Testing Services:	**$8,112.00**
Office Services:	**$1,540.00**
TOTAL COST:	***$9,652.00***

~~Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.~~

ORIGINAL PROPOSAL: $13,056.00

Cerritos College

AMENDMENT NO. 3

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **July 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Fine Arts** 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 **Geotechnical Observation and Material Testing and Inspection Services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this 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 **December 10, 2014** 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT 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 "2". The INDEPENDENT CONSULTANT 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 "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", 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 INDEPENDENT CONSULTANT exceed **$152,670.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 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 "2"

(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: August 2nd, 2016	Dated: 8/8, 2016
Converse Professional Group, DBA Converse Consultants	**Cerritos Community College District**
By: Sivathasan	By: Noorali Delawalla
Print Name: Siva Sivathasan	Print Name: Noorali Delawalla
Print Title: Vice President/Principal Engineer	Print Title: Acting V.P. of Business Services

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 Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated March 30, 2016 regarding Geotechnical Observation & Materials Inspection and Testing Services Fine Arts Building Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
   a. Provide geotechnical observation services
   b. Provide materials inspection and testing services
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes prevailing wages, as required by law, for all field/labor work.
5. Includes workers' compensation insurance as required by law.
6. Cost of Professional Services
   a. Field Testing Services $ 139,900.00
   b. Laboratory Testing services $ 12,770.00
   c. Total $ 152,670.00

Cerritos College

Contract No. 14P010

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering, Materials Testing Services & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **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 **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **geotechnical analysis, recommendation and geotechnical**

inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services 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.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant 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 Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant 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 covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by

Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Master 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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master 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, or emailed, addressed as follows:

If to District:

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

If to Consultant:

The Converse Professional Group, DBA Converse Consultants
ATTN: Sina K. Sivathasan
Address: 322 E. Huntington Dr., #211
Monrovia, CA 91016
Phone: 626-930-1200
Fax: 626-930-1212
Email: KSivathasan@conversecons ultants.com

Any notice personally given or sent by facsimile transmission or email 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.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master 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 Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of 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.

29. **Severability**. If any term, condition or provision of this Master 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.

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

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: December 23, 2014

Cerritos Community College District

By: _____

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services.

Dated: December 1, 2014

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva K. Sivathasan

Print Title: Vice President.

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

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:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(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 filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. Reporting Requirements and Procedures.

A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

E. Premium time and double time shall be calculated per the Director of Industrial Relations.

F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 38

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

SUBJECT:	**Consideration of Ratification of Amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the New CIS/Math Building**

ACTION
It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 2 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the New Fine Arts Building.

FISCAL IMPACT
The total contract sum shall be increased $24,500 for a new not-to-exceed amount of $65,460; this amount will be funded from the GO Bond. Hall & Foreman, Inc. is headquartered in Tustin, 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. 2 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR THE NEW CIS/MATH BUILDING
HALL & FOREMAN, INC., A DIVISION OF DAVID EVANS & ASSOCIATES, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement for Engineering Services ("Master Agreement") with Hall & Foreman, Inc. for the purpose of creating a qualified pool of engineering firms for the campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. 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 engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On December 10, 2014, Cerritos College entered into Project Assignment Agreement No. 2 to obtain the necessary engineering services for the CIS/Math Building project which included, but was not limited to, survey coordination and supervision, providing a set of construction survey stakes to facilitate grading, sewer lines, electrical lines, site flatwork and building survey stakes.

Cerritos College wishes to amend Project Assignment Agreement No. 2 to allow for additional building staking services.

Period: The time period will be from December 30, 2016 through April 30, 2017.

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. 2 to Contract No. 14P005 – Hall & Foreman, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P005 – Hall & Foreman, Inc.
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, Inc.

Cerritos College

DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 2

UNDER

CONTRACT NO. 14P005

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED

JULY 1, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **March 1, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 11, 2014**, entitled "**Project Assignment Agreement No. 2** to Master Independent Consultant Agreement, Contract No. 14P005 ("PROJECT ASSIGNMENT AGREEMENT") for the completion of the **CIS/Math** 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 independent consultant services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, THE Master Independent Consultant Agreement Contract No. 14P005 dated July 1, 2014 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 **December 11, 2014** 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 INDEPENDENT CONSULTANT 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 the 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT exceed **$24,500.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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"

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DRAFT

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___
Hall & Foreman, a Division of David Evans and Associates, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Linda Sandusky	Print Name: Felipe R. Lopez
Print Title: Project Director, Associate	Print Title: Vice President Business Services

DRAFT

EXHIBIT "A"

1. Independent Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Director/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 19, 2016 regarding providing building staking for the CIS/Math Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Building staking
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
    a. Original Project Assignment Agreement $ 40,960.00
    b. Amendment No. 1 $ 24,500.00
    c. Total $ 65,460.00
6. Schedule
    a. December 30, 2016 – April 30, 2017

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Stakes** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. CIS/Math

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty Thousand, Nine-Hundred, Sixty and 00/100 Dollars ($40,960.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Stakes

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan. 9, 2015

Hall & Foreman, Inc.
a div. of Dowl Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (11 pages), attached hereto and made a part of this PAA by this reference.

Job Name: CIS/MATH
New PO#: (Y)/ N
PO#: TBD CO#:
FUND: 42.0

Notes: 64045
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.

Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.

Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.

Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

10/23/14

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

c. Landscaping (trees, shrubs, swales, area drains).
d. Demolition work.
e. Perimeter walls.
f. Retaining walls.
g. Valley gutters.
h. Irrigation systems.
i. Traffic signals and signs.
j. Interior building columns and interior walls.
k. Borrow area.
l. Settlement plate readings.
m. Model site improvements.
n. Landscape improvements.
o. Recreation area improvements.
p. Trash enclosures
q. Additional stakes required by plan revisions after the date of this **Agreement.**
r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement.**
s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to Hall & Foreman, Inc. during the preparation of this **Agreement.**
t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
u. Special pavement areas.
v. "Potholing", physically digging to expose objects to be located and measures.

8. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

9. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.

10. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.

11. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

Tilden-Coil

General Inclusions:

1. This Project must be completed in a total of 754 calendar days. Contractor must manage to complete in this allocated time frame without excuse. **Contractor agrees to assign the appropriate manpower to complete Contractor's related activities.** Subcontractor shall provide manpower / crew size information for each activity to Contractor, within 5 days from execution of subcontract agreement. All clarification and approvals must be obtained prior to work start and in such time as to allow answer, procurement, and preparation without compromising the schedule activity time and scheduled start date. Late coordination and RFI's asked during work progress are not an excuse for delay. Methods for maintaining allowable durations includes but not limited to:
   a. Sufficient crew size
   b. Extended hours. Allowable outdoor work hours are Sun – Friday. All shifts to begin at 7:00am unless otherwise directed by Superintendent.
2. CONTRACTOR acknowledges and agrees multiple move-ins and/or mobilizations may be required and all such move-ins and/or mobilizations are covered within this contract without additional cost to Tilden-Coil Constructors, Inc.
3. Any work required in the crawl space, subcontractor must comply with confine spaces requirements per OSHA.

Inclusions:

4. Contractor shall furnish all equipment necessary to complete the following Scope of Work (including Phase 1A, 1B, & 2):

A. ROUGH GRADE STAKING

1. Swales.
2. Ridge lines.
3. Establish temporary bench control.
4. Site at 50 ft. grid, grade breaks, angle points, B.C.'s and E.C.'s.
5. Building pad corners (establish pad finish and/or subgrade elevations).
6. Post rough grade survey.
   a. Establish and record 25 topo points for contour confirmation.
   b. Establish and record 100 topo points around and in between buildings and paving and hardscape areas to establish existing grades prior to start of site and building improvements.

B. FOUNDATION CONSTRUCTION

1. Establish horizontal and vertical control.
2. Establish horizontal control for proposed drilled piers.
3. Building pad certification and As-builts for District.
4. Layout of building, including canopy structures, bridge, and film building - perimeter and major grid lines for line only, and all radius points.
5. Layout of all depressions for floor finishes.
6. Layout of recessed / embedded track items scheduled to be installed within interior of building.
7. Bench marks at building (for vertical control). Two (2) each per building at opposite corners, as directed by the Construction Manager.
8. Major Grid Lines at 1st Floor, 2nd floor, and roof, as is applicable.
9. Survey of embedded items for pre, as well as post concrete placement (includes as-built verifying horizontal and vertical control).

C. STRUCTURAL STEEL

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for a Project may be a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services 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.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant 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 Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant 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 covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Master 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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. 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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master 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, or emailed, addressed as follows:

If to District:

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

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

Any notice personally given or sent by facsimile transmission or email 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.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master 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 Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of 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.

29. **Severability**. If any term, condition or provision of this Master 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.

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

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

47-1237118
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.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

(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 filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 2015.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 2015.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 39

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

SUBJECT: **Consideration of Approval of Amendment to Project Assignment Agreement No. 20 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the Stadium Turf Replacement Project**

ACTION

It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 20 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, Inc. for the Stadium Turf Replacement project.

FISCAL IMPACT

The total contract sum shall be increased $7,600 for a new not-to-exceed amount of $11,600; this amount will be funded from the GO Bond. Hall & Foreman, Inc. is headquartered in Tustin, 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. 20 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR THE STADIUM TURF REPLACEMENT PROJECT
HALL & FOREMAN, INC., A DIVISION OF DAVID EVANS & ASSOCIATES, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement for Engineering Services ("Master Agreement") with Hall & Foreman, Inc. for the purpose of creating a qualified pool of engineering firms for the campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. 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 engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On August 29, 2016, Cerritos College entered into Project Assignment Agreement No. 20 to obtain the necessary surveying services for the Stadium Turf Replacement project which included, but was not limited to, surveying of the Stadium Field (project is limited to the artificial turf area inside the track).

Cerritos College wishes to amend Project Assignment Agreement No. 2 to allow for additional surveying services outside the turf area due to the project going to DSA for ADA path of travel and accessibility review.

Period: The time period will be from March 2, 2017 through June 30, 2017

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. 20 to Contract No. 14P005 – Hall & Foreman, Inc.
Project Assignment Agreement No. 20 to Contract No. 14P005 – Hall & Foreman, Inc.
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, Inc.

Cerritos College

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AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 20

UNDER

CONTRACT NO. 14P005

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED

JULY 1, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **March 2, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 29, 2016**, entitled "**Project Assignment Agreement No. 20** to Master Independent Consultant Agreement, Contract No. 14P005 ("PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Stadium Turf Replacement** 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 independent consultant services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, THE Master Independent Consultant Agreement Contract No. 14P005 dated July 1, 2014 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 **August 29, 2016** 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 INDEPENDENT CONSULTANT 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 the 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 INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT exceed **$7,600.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT 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"

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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___
Hall & Foreman, a Division of David Evans and Associates, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Linda Sandusky	Print Name: Felipe R. Lopez
Print Title: Project Director, Associate	Print Title: Vice President Business Services

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EXHIBIT "A"

1. Independent Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Director/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 7, 2016 regarding to provide surveying Proposed Stadium Turf Replacement Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Surveying outside the turf area
    b. Updated annotated map for the turf area
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
    a. Original Project Assignment Agreement $ 4,000.00
    b. Amendment No. 1 $ 7,600.00
    c. Total $11,600.00
6. Schedule
    a. March 2, 2017 – June 30, 2017

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 20
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **29th** day of **August**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey Stadium Field – Stadium Turf Replacement** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Stadium Turf Replacement

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 2016**, and will diligently perform as required and complete performance by **December 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand and 00/100 Dollars ($4,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Survey Stadium Field

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-13-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: Aug. 29, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Survey Stadium Field Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
   a. Provide survey of the Stadium Field (artificial turf area inside the track)

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
   a. $4,000.00

8. Schedule
   a. June 2016 – December 2016

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for a Project may be a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services 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.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant 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 Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant 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 covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Master 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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. 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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master 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, or emailed, addressed as follows:

If to District:

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

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

Any notice personally given or sent by facsimile transmission or email 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.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master 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 Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of 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.

29. **Severability**. If any term, condition or provision of this Master 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.

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

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

47-1237118
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.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

(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 filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 20 15.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 20 15.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 40

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

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 26 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Parking Lot Renovation and Engineering Construction Documents**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 26 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Parking Lot Renovation and Engineering Construction Documents.

FISCAL IMPACT
The total contract sum shall be for the amount not-to-exceed $109,300; this amount includes a fixed fee of $105,300 plus a reimbursable allowance of $4,000; this amount will be funded from the GO Bond. Hall & Foreman, a division of David Evans & Associates, Inc. is headquartered in Tustin, 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.

PROJECT ASSIGNMENT AGREEMENT NO. 26 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR PARKING LOT RENOVATION AND ENGINEERING CONSTRUCTION DOCUMENTS
HALL & FOREMAN, A DIVISION OF DAVID EVANS & ASSOCIATES, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement for Engineering Services ("Master Agreement") with Hall & Foreman, a Division of David Evans & Associates, Inc. for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. 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 engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 26 arises out of Cerritos College's desire to obtain the necessary engineering services to provide Parking Lot Renovation and Engineering Construction Documents to renovate the existing campus parking lots (Lot 1A, Lot 6, Lot 12, and Lot 10) funded by GO Bond allocations. Hall & Foreman, a Division of David Evans & Associates, Inc.'s services includes, but is not limited to, review geotechnical report and Condition Assessment report for recommendations, due diligence and design survey, generate construction documents, DSA review and approval, and prepare plans, scope and specifications for bid, including addenda.

Period: The time period will be from March 2, 2017 through project completion.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 26 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 25 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 24 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 23 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 22 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 21 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 20 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 19 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 18 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 17 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 16 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 15 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 14 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 13 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 12 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 11 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 10 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 9 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 8 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 7 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 6 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 5 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 4 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 3 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 2 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 1 to Contract No. 14P005 – Hall & Foreman
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, a Division of David Evans & Associates, Inc.

Cerritos College **DRAFT**

PROJECT ASSIGNMENT AGREEMENT NO. 26

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **2nd** day of **March, 2017**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780.. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Provide Parking Lot Renovation and Engineering Construction Documents** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Renovation and Engineering Construction Documents

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 2, 2017**, and will diligently perform as required and complete performance by **October 15, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **One Hundred Five Thousand Three Hundred and 00/100 Dollars ($105,300.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Parking Lot Renovation and Engineering Construction Documents

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. $4,000.00

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Linda Sandusky
Print Title: Vice President Business Services	Print Title: Project Manager, Associate

DRAFT

Information regarding Consultant:

License No: _____

Address: 17782 17th Street, Suite 200

Address: Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

Email: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager / Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 12, 2016 regarding Parking Lot Renovation and Engineering Construction Documents proposed Parking Lot Improvements Project (8 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Review Geotechnical Report for Condition Assessment Report for recommendations
3. Task 2 – Due diligence and design survey
4. Task 3 – Construction Documents
5. Task 4 – DSA approval
6. Task 5 – Prepare plans, scope and specifications for bid including addendums
    a. Task 6 – Construction Phase and DSA Certification
7. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
8. Includes Prevailing Wages, as required by law, for all field labor/work.
9. Includes workers' compensation insurance as required by law.
10. Cost of Professional Services

Task 1	$ 2,600.00
Task 2	$ 15,500.00
Task 3	$ 55,000.00
Task 4	$ 10,000.00
Task 5	$ 6,200.00
Task 6	$ 16,000.00
Expenses	$ 4,000.00
Total	$ 109,300.00

11. Schedule
    a. March 2, 2017 – October 15, 2018

.

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 25

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **27th** day of **January**, **2017**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780.. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey of Old Falcon Way – Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Survey of Old Falcon Way – Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 1, 2017**, and will diligently perform as required and complete performance by **April 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Five Thousand Six Hundred and 00/100 Dollars ($5,600.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Survey of Old Falcon Way – Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Linda Sandusky
Print Title: Vice President Business Services	Print Title: Project Manager, Associate

DRAFT

Information regarding Consultant:

License No: _____

Address: 17782 17th Street, Suite 200

Address: Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

Email: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager / Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Kevin Jones , Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 7, 2016 regarding Survey of Old Falcon Way proposed Performing Arts Center Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 -
    a. Surveying of existing conditions

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages, as required by law, for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services
    a. Task 1 $ 5,600.00
    b. Total $ 5,600.00

7. Schedule
    a. February 1, 2017 – April 30, 2017
    .

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 24
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **October**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey of Existing Conditions – Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. **Survey of Existing Conditions – Health and Wellness Complex** Laydown area

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 2016**, and will diligently perform as required and complete performance by **December 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Four Hundred and 00/100 Dollars ($3,400.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Survey of Existing Conditions – Health and Wellness Complex

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10-27-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: Oct. 18, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Steve Worley, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 22, 2016, regarding Survey of Existing Conditions Proposed Health and Wellness Complex Project (2 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 - Scope of Services
   a. Surveying of existing conditions
   b. Staking corners and provide 50' interval topo

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services
   a. Task 1 $3,400.00
      Total $3,400.00

7. Schedule
   a. October 2016 – December 2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 23
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **SWPPP Report Preparation – Health Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. SWPPP Report Preparation – Health Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 2016**, and will diligently perform as required and complete performance by **January 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand Two Hundred and 00/100 Dollars ($4,200.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) SWPPP Report Preparation – Health Wellness Complex

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-13-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: Aug. 29, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 19, 2016, regarding SWPPP Report Preparation Proposed Health Wellness Complex Project (4 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
    a. Task 1 – Initial Site Visit prior to demolition
    b. Task 2 – Site Assessment and risk level determination by certified QSD (301)
    c. Task 3 – Prepare Stormwater Pollution Prevention Plan (SWPPP)

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services
    a. $4,200.00

7. Schedule
    a. September 2016 – January 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 22
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Existing Storm Drain Line Connection – Infrastructure Utilities** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Existing Storm Drain Line Connection – Infrastructure Utilities

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2016**, and will diligently perform as required and complete performance by **April 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Thirty Thousand Seven Hundred and 00/100 Dollars ($30,700.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Existing Storm Drain Line Connection – Infrastructure Utilities

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10-3-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: Sept. 26, , 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 19, 2016, regarding Existing Storm Drain Line Connection – Infrastructure Utilities Project (1 page), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
   a. Task 1 – Provide topo survey for the area depicted for design purpose only.
   b. Task 2 – Review and research documents prepared for the original 2007 campus utility infrastructure.
   c. Task 3 – Provide final Storm Drain/Drainage Improvement Plan to complete existing storm drain system on the west side of campus.
   d. Task 4 – Prepare final Hydrology/Hydraulic study.
   e. Task 5 – Provide Public Agency Coordination and meet with College staff as required.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Cost of Professional Services

a.	Task 1	$ 2,800.00
b.	Task 2	$ 1,500.00
c.	Task 3	$14,000.00
d.	Task 4	$ 8,800.00
e.	Task 5	$ 3,600.00
		$30,700.00

5. Schedule
   a. September 2016 – April 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 21
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Surveying – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand Eight Hundred and 00/100 Dollars ($41,800.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Surveying

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10-3-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: Sept. 26, , 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Construction Surveying Proposed Shade Structures Project (10 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
   a. Task 1 – Provide construction surveying services – Falcon Square
   b. Task 2 – Provide construction surveying services – Aquatic Center
   c. Task 3 – Provide construction surveying services – Alondra Drop-Off
   d. Task 4 – Provide construction surveying services – South Garden
   e. Task 5 – Provide construction surveying services – North Walk

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services

a.	Task 1	$ 8,300.00
b.	Task 2	$ 5,100.00
c.	Task 3	$ 7,800.00
d.	Task 4	$11,400.00
e.	Task 5	$ 9,200.00
		$41,800.00

7. Schedule
   a. October 2016 – December 2017

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 20
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **29th** day of **August**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey Stadium Field – Stadium Turf Replacement** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Stadium Turf Replacement

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 2016**, and will diligently perform as required and complete performance by **December 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand and 00/100 Dollars ($4,000.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Survey Stadium Field

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Survey Stadium Field Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide survey of the Stadium Field (artificial turf area inside the track)

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $4,000.00

8. Schedule
    a. June 2016 – December 2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 19
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Administration Building ADA Ramps** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Administration Building ADA Ramps

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 25, 2016**, and will diligently perform as required and complete performance by **April 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Nine Hundred and 00/100 Dollars ($3,900.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Topo Survey

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Jan. 18, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 29, 2015, regarding Topo Survey Proposed Admin Building ADA Ramps Project (5 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide Topo Survey of the ramp on the south side of Admin Building and the ramp/stairs on the east side of the building per included sketch dated 12/22/2015.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $3,900.00

8. Schedule
    a. January 25, 2016 – April 30, 2016

ATTACHMENT "1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 61**
Job Description: Topo Survey
Admin. Bldg ADA Ramps

Contract No: 14P005 – PAA#_____

Attn: Steve Worley

Date: December 29, 2015

This **Agreement** is based the email received from Robert Gonzalez dated December 22, 2015 to provide a survey at the Admin Building ADA Ramps per the attached area exhibit. Survey of the ramp on the south side of the building and the ramp/stairs on the east side of the building per the provided exhibit.

Client agrees to compensate HFI for the above services in the amount of: **$3,900.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 61 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

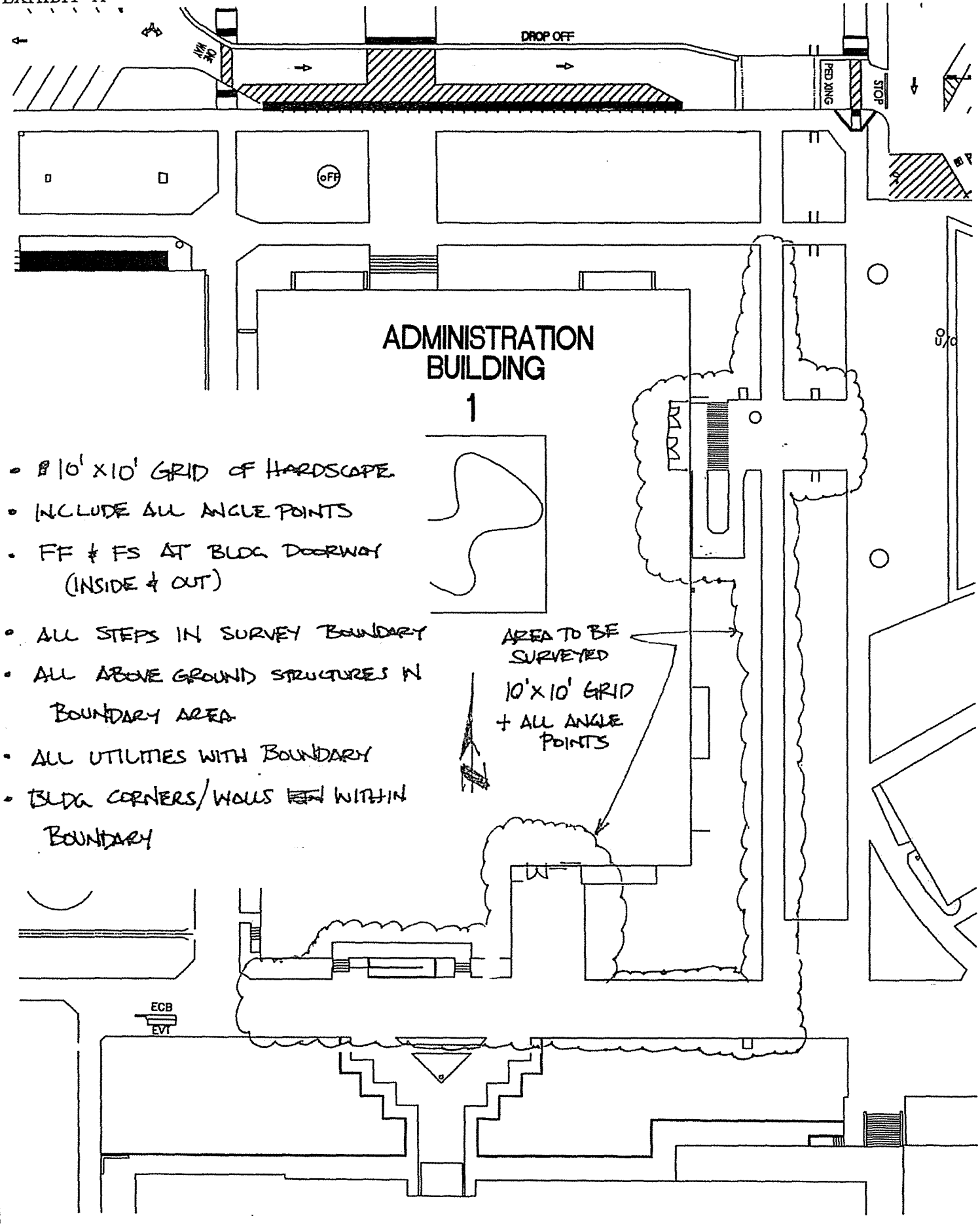
CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

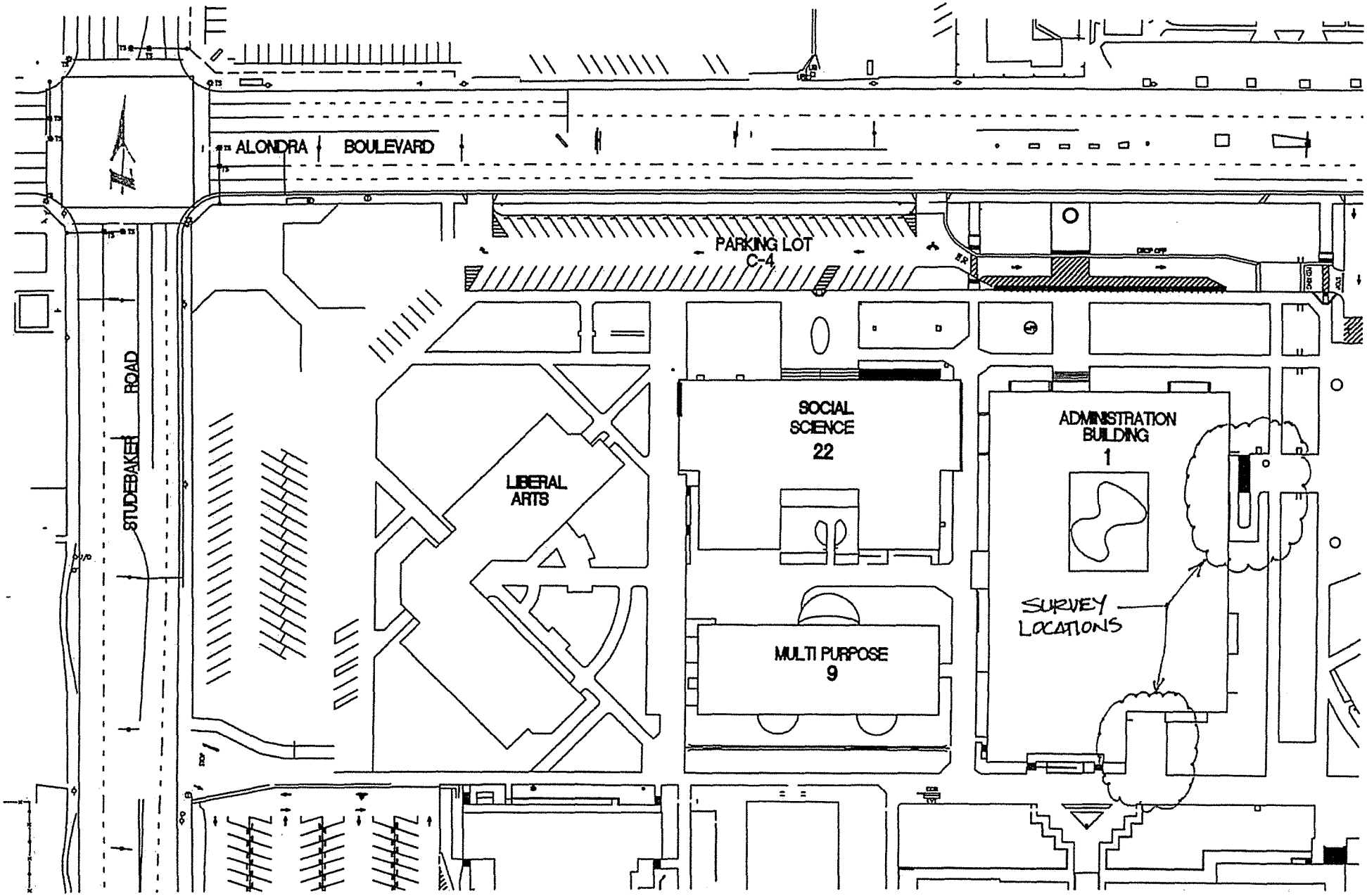
1/7/2016

EXHIBIT 'A'

EXHIBIT "A"


DROP OFF
PED XING
STOP
OFF
ADMINISTRATION BUILDING
1
• @ 10' X 10' GRID OF HARDSCAPE
• INCLUDE ALL ANGLE POINTS
• FF & FS AT BLDG DOORWAY (INSIDE & OUT)
• ALL STEPS IN SURVEY BOUNDARY
• ALL ABOVE GROUND STRUCTURES IN BOUNDARY AREA
• ALL UTILITIES WITH BOUNDARY
• BLDG CORNERS/WALLS WITHIN BOUNDARY
AREA TO BE SURVEYED
10'X10' GRID + ALL ANGLE POINTS
ECB
EVT

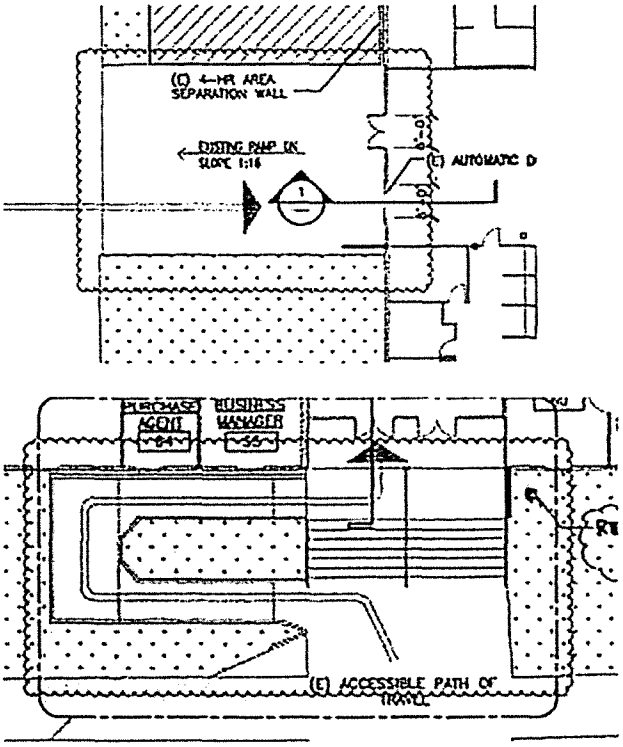
12/22/15 1/2


ALONDRA BOULEVARD
PARKING LOT
C-4
DROP OFF
STUDEBAKER ROAD
SOCIAL SCIENCE
22
LIBERAL ARTS
ADMINISTRATION BUILDING
1
SURVEY LOCATIONS
MULTI PURPOSE
9

Linda Sandusky

From: Robert Gonzalez <rgonzalez@tilden-coil.com>
Sent: Tuesday, December 22, 2015 11:07 AM
To: Linda Sandusky
Cc: Luis Bautista
Subject: Cerritos RFP: Survey of Admin Bldg ADA Ramps
Attachments: AA-1.2.PDF

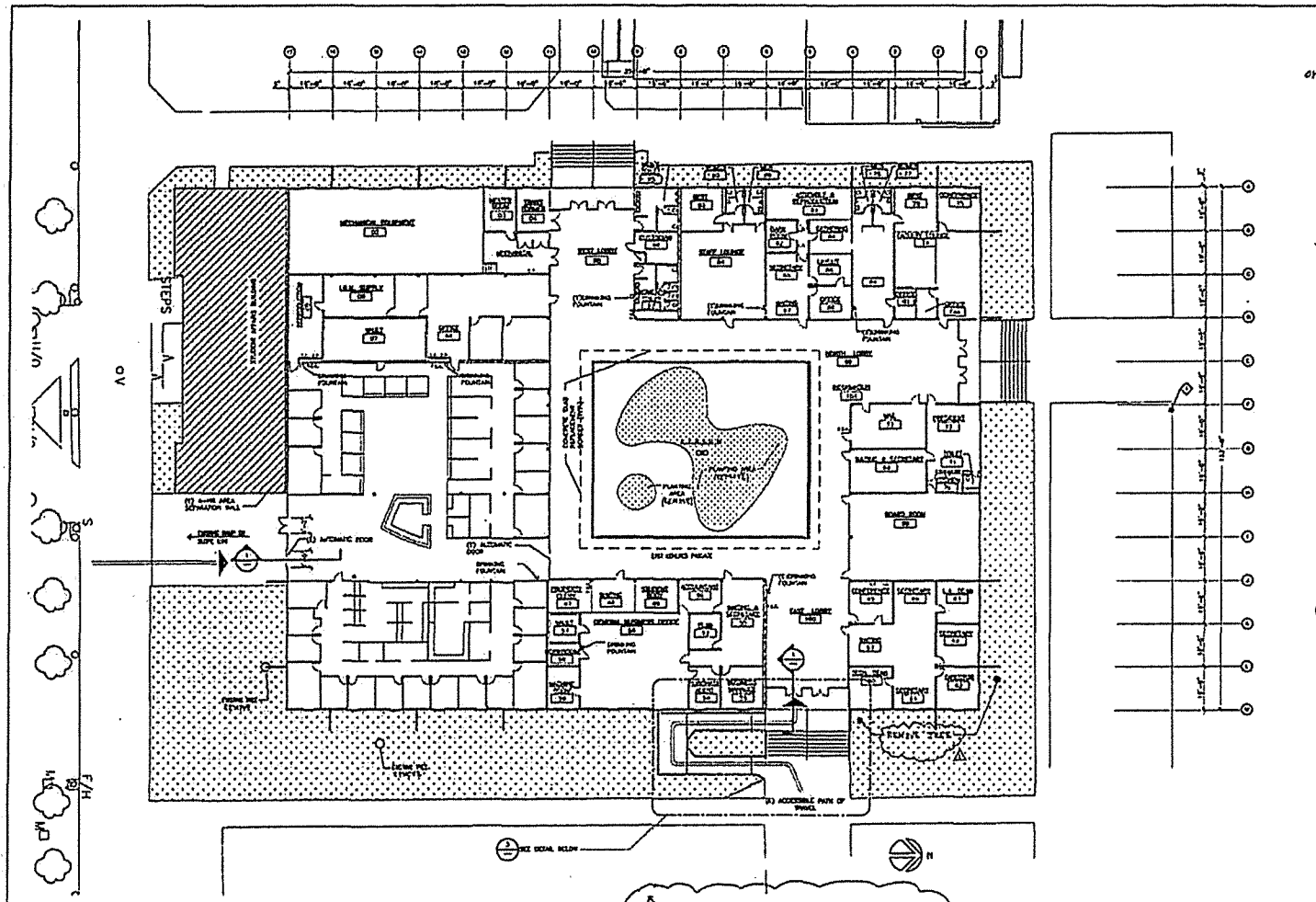
Linda,
Hope all is well with you.
Can you submit a proposal for providing survey at the Admin Building ADA Ramps? See the attachment and the areas below. We need survey of the ramp on the south side of the building and of the ramp/stairs on the east side of the building.



Thanks,

Robert Gonzalez
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 562-860-2451 Ext. 7203
F: 562-653-7868

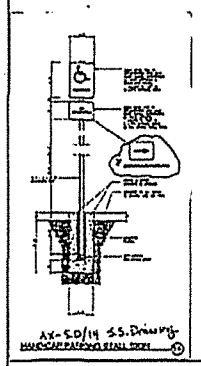
Tilden-Coil CONSTRUCTORS



HANDICAP ACCESS PLAN- ADMINISTRATION BUILDING — SCALE 1/16" = 1'-0" — 4

GENERAL NOTES

1. SEE LANDSCAPE DRAWINGS FOR LANDSCAPING, IRRIGATION, WATER AND SPECIFICATIONS.
2. REMOVE, REPLACE, RELOCATE LANDSCAPE IRRIGATION, PLANTING, FENCING,
3. [illegible]



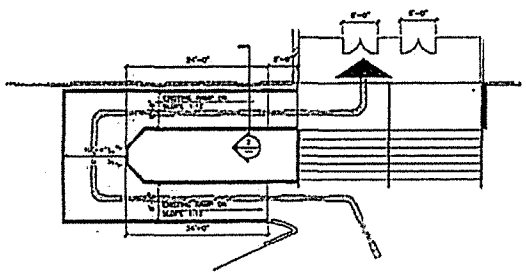
NUMBERED NOTES

1. ACCESSIBLE ENTRY BUTTON BOX

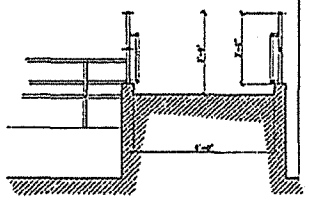
LEGEND

EXISTING PLANTER

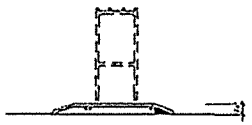
HANDICAP TRAVEL PATH



EXISTING HANDICAP RAMP PLAN — SCALE 1/4" = 1'-0" — 3



RAMP SECTION — SCALE 1" = 1'-0" — 2



EXISTING THRESHOLDS AT THE HANDICAP ACCESS — SCALE 1

AS-BUILT DRAWING

BY [illegible] DATE 2/5/03

REVISIONS

1 ADD CLARIFICATIONS 09.03.02

TDM ARCHITECTS, INC.
320 Citrus Boulevard
Fullerton, California 92832
Ph. 714/526-3333 Fx 714/526-3331

ADMINISTRATION- HANDICAP ACCESS PLAN
CERRITOS COMMUNITY COLLEGE DISTRICT, NORWALK, CALIFORNIA
SEISMIC UPGRADE PROJECT, CERRITOS COLLEGE
ADMINISTRATION, SOCIAL SCIENCES & LIBERAL ARTS BUILDINGS
11110 EAST ALONDRA BLVD.
NORWALK, CALIFORNIA 90650

DRAWN
CHECKED
DATE 03-12-02
JOB NO. 2X1003.00
SHEET NO. AA-1.2
OF SHEETS

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 18
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **December, 2015**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Social Science Elevator

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **February 1, 2016**, and will diligently perform as required and complete performance by **July 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Two Hundred and 00/100 Dollars ($5,200.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Topo Survey

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Feb. 18, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Feb 10, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Steve Worley, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 20, 2015, regarding Topo Survey Proposed Social Science Elevator Project (3 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
   a. Provide Topo Survey for the Social Science Building including ramps and stair lands (3 floors) per included sketch.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
   a. $ 5,200.00

8. Schedule
   a. February 1, 2016 – July 30, 2016

"ATTACHMENT 1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS AND ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 60**
Job Description: Topo Survey
Modular Elevator outside the SS bldg.
POT to nearest parking lot
Contract No: 14P005 – PAA#_____

Attn: Steve Worley

Date: November 20, 2015

This **Agreement** is based on the design of a modular elevator outside the Social Science Building with POT to nearest Parking Lot per email from Robert Gonzales on 11/19/15 with sketch. (See Exhibit 'A' attached). HFI will perform survey for SS bldg., including ramps, stair lands (3 floors) per sketch provided.

Client agrees to compensate HFI for the above services in the amount of: **$5,200.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 60 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

11/24/15

By: Linda Sandusky _____ Date

Linda Sandusky
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By: _____ Date

Steve Worley

Exhibit 'A'

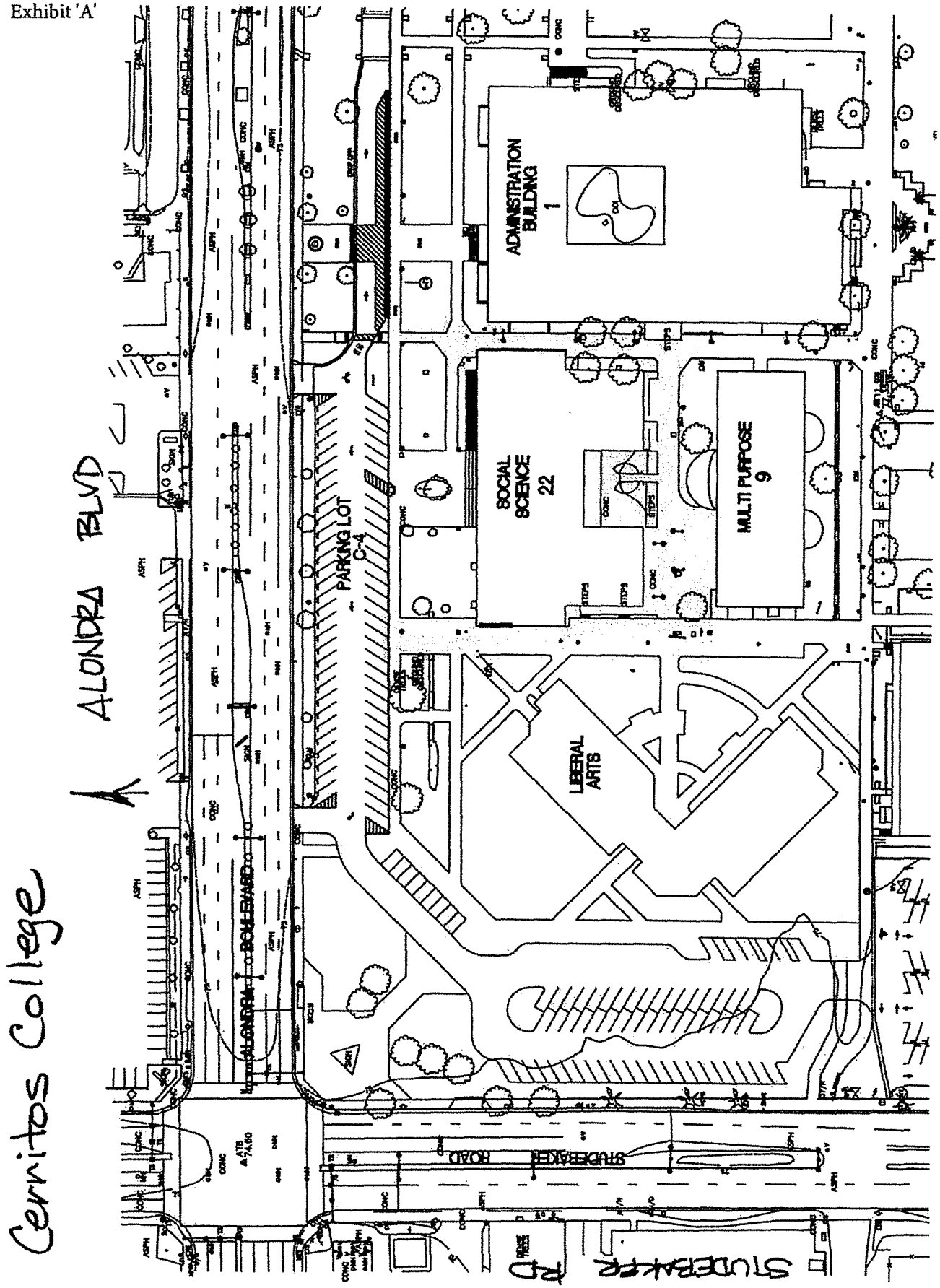
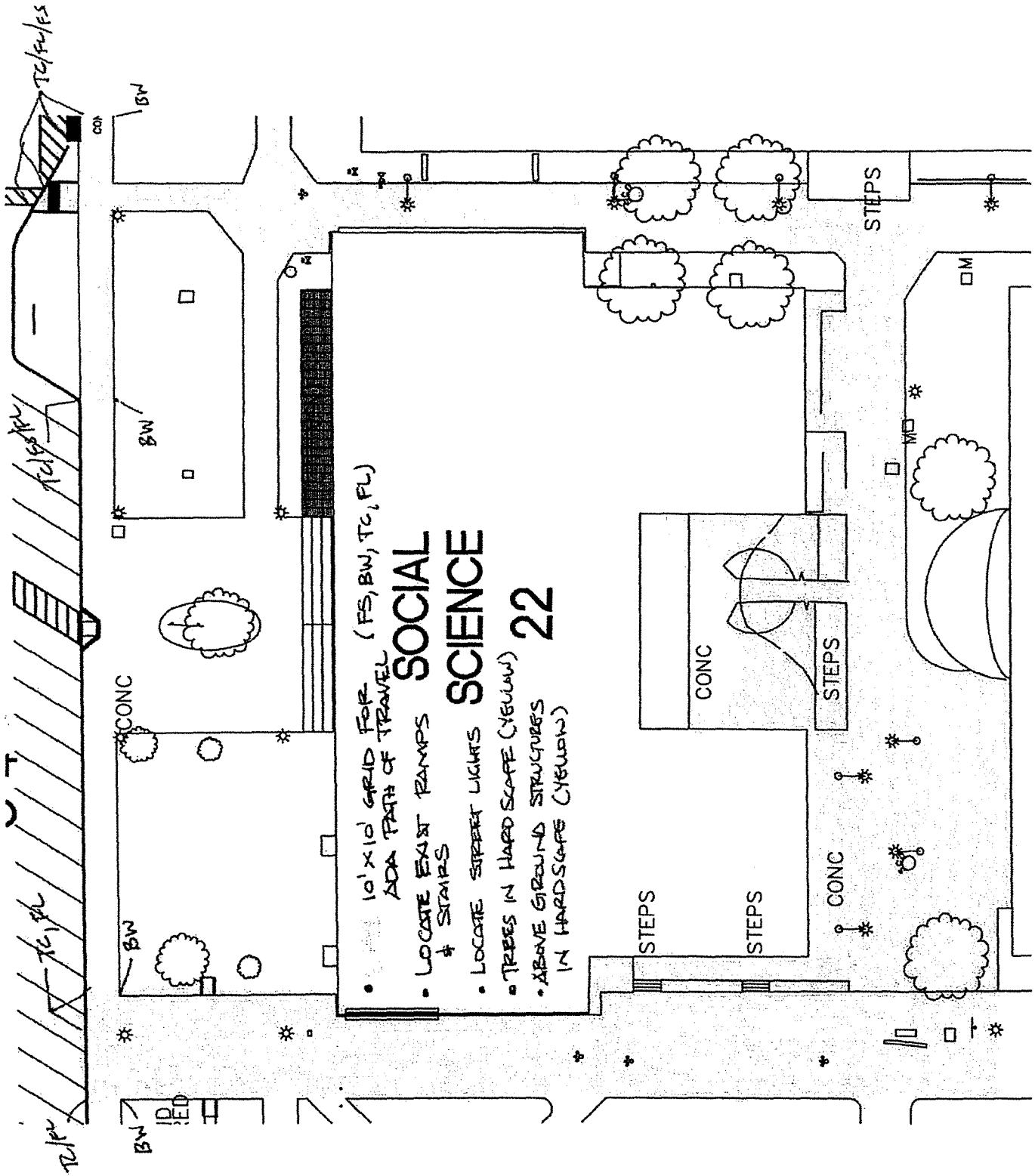

Cerritos College
ALONDRA BLVD
ADMINISTRATION BUILDING 1
SOCIAL SCIENCE 22
MULTI PURPOSE 9
LIBERAL ARTS
PARKING LOT C-4
ALONDRA BOULEVARD
STUDEBAKER ROAD

Exhibit 'A'


SOCIAL SCIENCE
22
• 10'x10' GRID FOR ADA PATH OF TRAVEL (FS, BW, TC, FL)
• LOCATE EXIST RAMPS & STAIRS
• LOCATE STREET LIGHTS
• TREES IN HARDSCAPE (YEGUAS)
• ABOVE GROUND STRUCTURES IN HARDSCAPE (YEGUAS)
CONC
STEPS
BW
TC/FL/FS
MD

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 12/4, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Nov 9, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8059**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 59: Shade Shelters Project
Per Plans for Aquatic Center, Falcon Square, Northwalk & Alondra Drop Off
received 10-12-15 prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000**. ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

TCC
10/28/15

10/29/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8059
Job Description: Storm Water Compliance Plan

Project: Shade Shelters

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8059**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 16
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 12/4, 2015	Dated: Nov 9, 2015
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8058**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 58: Wayfinding Project
Per Wayfinding/Signage Plans received 10-12-15 Prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

TLL 10/28/15

10/29/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8058
Job Description: Storm Water Compliance Plan

Project: Wayfinding/Signage Plan

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8058**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 15
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **26th** day of **October**, **2015**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Campus Landscape: Alondra & Studebaker** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Landscape: Alondra & Studebaker

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 29, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100** Dollars **($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/2, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 20 15

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 15, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 15, 2015 **JN. II.050469.8057**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 57: Landscape Project (Alondra & Studebaker) Per Landscape Architectural Plans and schedule & Phasing plan in Addendum No. 02 received 10-12-15
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.**

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

10/16/15

10/16/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8057
Job Description: Storm Water Compliance Plan

Project: Landscape Project

Date: October 15, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities . The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

PR 10.16.15

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8057**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 14
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **October**, **2015**, by and between the **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 **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Survey and Mapping Services – Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Five Thousand and 00/100 Dollars ($25,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/2, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Job Name: PAC
New PO#: Y / N
PO#: _____ CO#: _____
FUND: _____
Notes: _____

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

PERF. ARTS CENTER

SURVEY EXISTING SITE CONDITIONS

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: VV.050469-7000 **Ph. 59**
Job Description: Design Survey
Contract No: 14P005 PAA#____
Project: New Performing Arts Topo

Attn: Steve Worley

Date: October 6, 2015

HFI will provide the following services per Steve Worley's email dated September 24, 2015:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area depicted as "Proposed New Performing Arts Center (PAC)" (per the **TCC's** provided exhibit and scope of services in email dated 09.24.15 attached). The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

2. Provide a separate plan showing any underground utilities H+F is aware of as a result of their tenure on the campus.

The project deliverable will be two (2) sets of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$20,000.00 LS**
ADD'L LIMITS 5,000.-
TOTAL FEE: ~~$20,000.00~~ LS
$25,000.-

TCC 10/08/15

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 59_Performing Arts.doc

10/8/15

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7000, **Phase 59 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** a division of David Evans and Associates, Inc.

By:_____ October 6, 2015

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: TC on behalf of **CERRITOS COLLEGE**

By:_____ _____

Steve Worley — Date

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 13

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **September**, **2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Survey Services – Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health and Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10/23, 2015	Dated: Oct 8, 2015
Cerritos Community College District	**Hall & Foreman, a division of David Evans and Associates, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: Vice President of Business Svcs.	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 27, 2015 (1 page, with noted changes), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7048 **Ph. 48**
Job Description: Design Survey
~~**Contract No: C05-1018B/PO#53022**~~
Project: Health Wellness Center Topo
Additional survey –
Grease Inceptor/Culinary Arts

Attn: Jeff Carreon

Date: July 27, 2015

Additional Services ~~to PO#53022~~:
HFI provided the following additional services per the direction of Jeff Carreon email dated 6-25-15:

1. Provide Topographic surveying on the location of the grease inceptor due to its proximity to the proposed Health and Wellness Center. The interceptor was not installed when the previous site survey was conducted for the Wellness Center. Scope also includes engineering research on its location, coordination with survey and Tilden Coil. This scope of work does not include Ground Penetrating Radar (GPR).

Project deliverable: cadd file for engineering design purpose only

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

TOTAL: $2,400.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7048, **Phase 48** ~~**and PO # 53022 by Cerritos College.**~~

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By: Linda Sandusky
Project Manager/Associate

July 27, 2015
Date

AUTHORIZATION:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **August**, **2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Field Survey Services – Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fixed fee amount not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10/23, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: Oct 8, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 20, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 57**
Job Description: Surveying Field House Path of Travel front of Tennis Courts
Contract No: 14P005 – PAA#_____

Attn: Jared Tannen

Date: April 20, 2015

This **Agreement** is based on the design of the Field House Path of Travel design (See Exhibit 'A' below). HFI will perform survey of the northerly curb and sidewalk adjacent to the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east on Cerritos College campus. HFI will provide the following services:

1. **Field Survey** existing grade elevations for top of curb (TC), finished surface at curb (FS) and back of sidewalk (BW) along the northerly side of the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east for verification of ADA Accessibility from the Kincaid Field entrance to the future Field House building north of Falcon Field.

   Upon further review of existing topo survey data it was determined that data was insufficient to properly determine ADA compliance.

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7057, **Phase 57 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

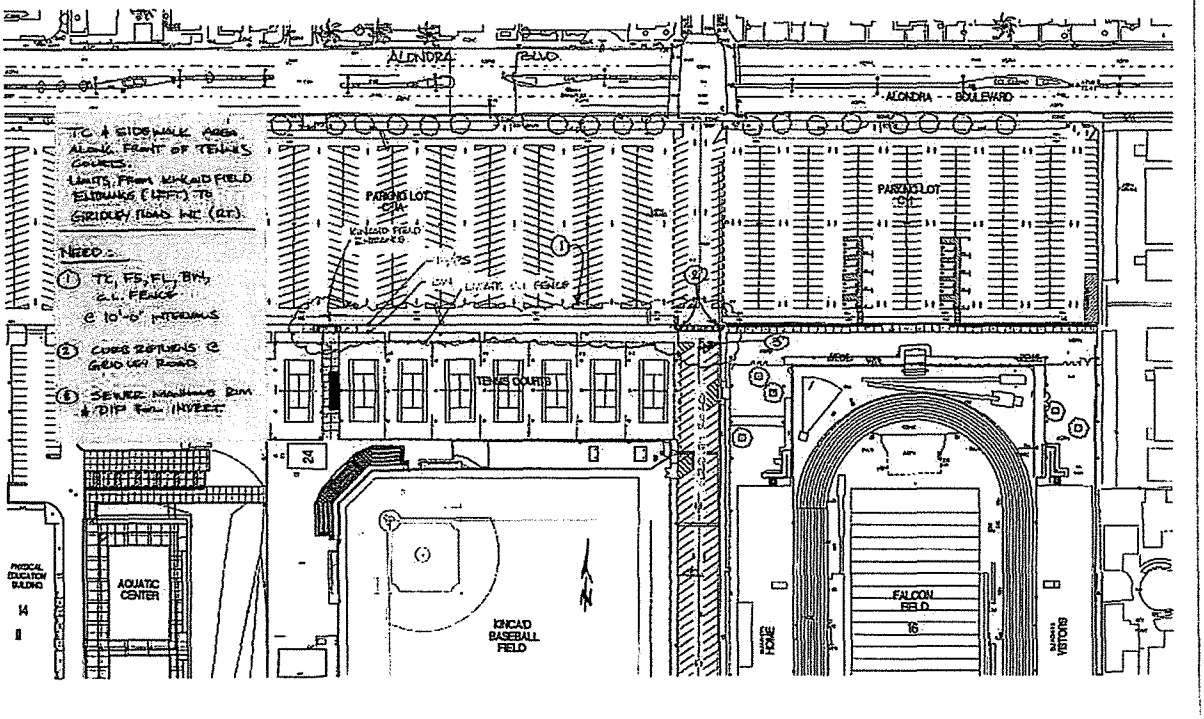
By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

EXHIBIT 'A'


ALONDRA BLVD.
ALONDRA BOULEVARD
PARKING LOT
PARKING LOT
TENNIS COURTS
AQUATIC CENTER
KINCAID BASEBALL FIELD
FALCON FIELD
HOME
VISITORS
PHYSICAL EDUCATION BUILDING

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **May**, **2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Surveying Services – Bond Implementation** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifteen Thousand Nine Hundred** Dollars **($15,900.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (1 page), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562-860-2451 Ext. 7211

Project Code: II.050469-7001 **Ph. 58**
Job Description: Aerial Topo Map of campus, Current Site Map of Bldgs to be updated, and Site Map exhibit with campus control
Contract No: 14P005 – PAA#_____

Attn: Jeff Carreon

Date: April 27, 2015

This **Agreement** is based on email and conversations with Jeff Carreon. H+F will perform the following surveying services:

1. Provide surveying services to produce an updated color Aerial Ortho-Photo (presentation quality) of Cerritos College campus. $13,500.00
2. ~~Provide surveying and engineering services to produce updated Aerial Topo for campus site plan and future project backgrounds per LACCD Standards at a mapping scale of 1"=40 and 1' contour intervals. $2,600.00~~
3. Provide surveying and engineering services to produce exhibit of the campus site with Campus control/TBM locations shown. $2,400.00

Client agrees to compensate HFI for the above services in the amount of: ~~**$18,500.00 LS**~~ $15,900.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7058, **Phase 58 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ 5/8/2015
Steve Worley — Date

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 58_Color Aerial Topo Map.doc

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **May, 2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Preparation – Campus Wide Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wide Electrical Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **July 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand** Dollars **($4,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Storm Water Compliance Plan Preparation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (4 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

April 27, 2015

JN. II.050469.8056

Job Name: CAMPUS ELECTRICAL
New PO#: (Y) / N
PO#: PAA CO#: _____
FUND: 42.1

Notes: L-50054
6170

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 56: Infrastructure Phase 4 Project
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

AM (TC) 5/6/15

Upon your favorable consideration, please initiate a purchase order in the amount of **$4,000**.

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

5/7/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8056

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8056
Job Description: Storm Water Compliance Plan

Project: Infrastructure Phase 4

Date: April 27,, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Consultant shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project (various locations) and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$4,000**
TOTAL	**$4,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8056**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

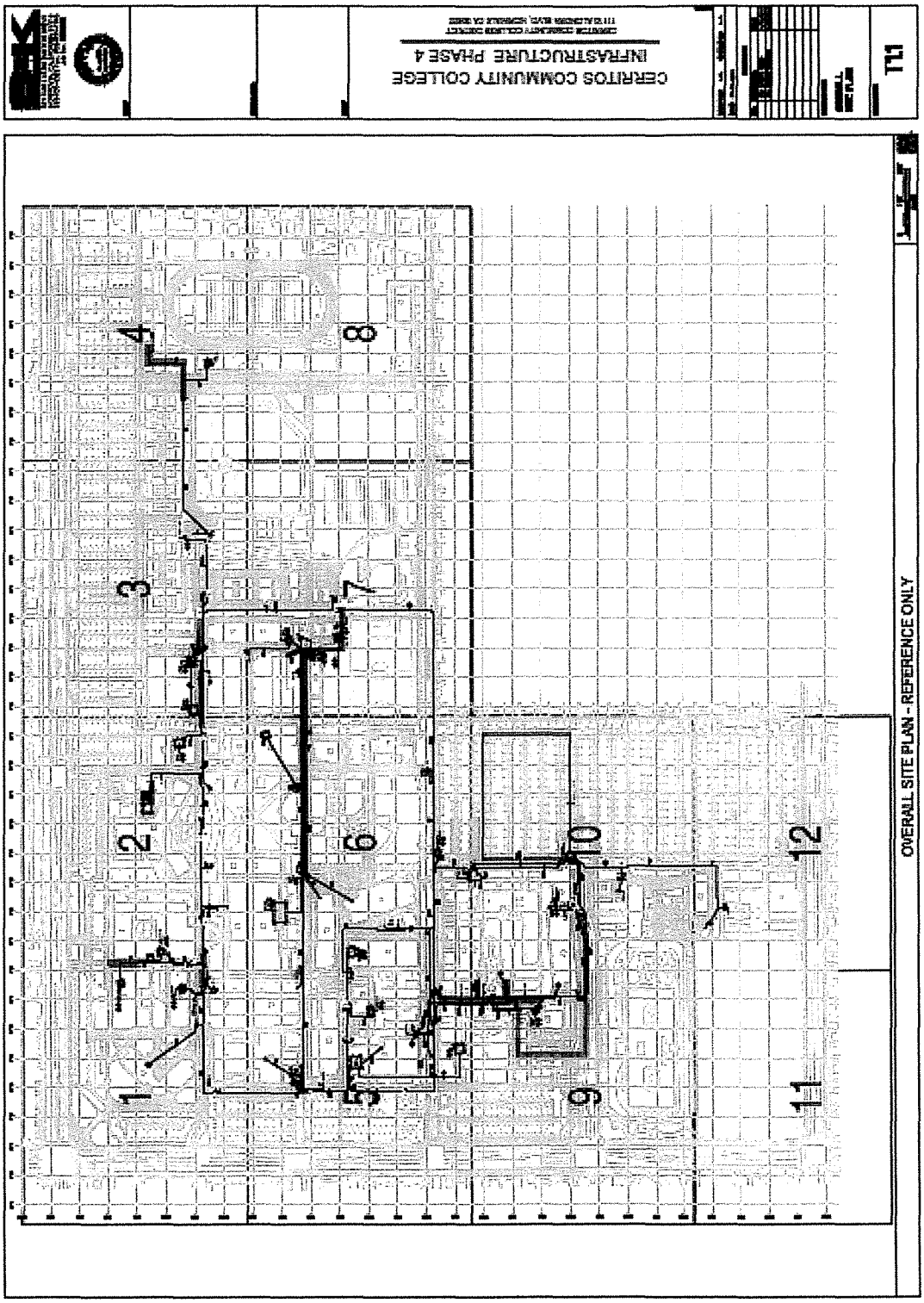
CLIENT: **CERRITOS COLLEGE**

By:_____ 5/7/15
Name: Date

_____
Title:

Site Plan Diagram.

RED areas (south loop, north of Fine Arts, South of the Gym, and future Field House) represents the approximately locations of the necessary trenching for this Infrastructure Phase 4 project. GREEN (north of Weight Room Training Bldg and around Student Health Bldg) areas are possible additional areas to be trenched.



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **April, 2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Information to Verify Ponding Limits – Child Development Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Child Development Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 16, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Hundred Thirty-Five** Dollars **($535.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Information to Verify Ponding Limits

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 5/20, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~
: 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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30TH** day of **March**, **2015**, by and between the **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 **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Services** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Learning Resource Center Phase 3 Renovation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 30, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Storm Water Compliance Plan Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 5/20, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated February 16, 2015 (5 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

February 16, 2015 — TCC REC.'D 03/02/15

JN. II.050469.8055

- LRC
- STORM WATER COMPLIANCE PLAN (SMALL SWPPP)

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 55: LRC Phase 3 Renovation
Stormwater Compliance Plan (SWCP) Preparation ✓
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

3/12/15

Sincerely,

TCC 03/11/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

Job Name: LRC Renovation
New PO#: (Y)/ N
PO#: TBD CO#: _____
FUND: _____
_____
_____
Notes: _____
_____

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8055
Job Description: Storm Water Compliance Plan

Project: LRC Phase 3 Renovation

Date: February 16, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8055**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

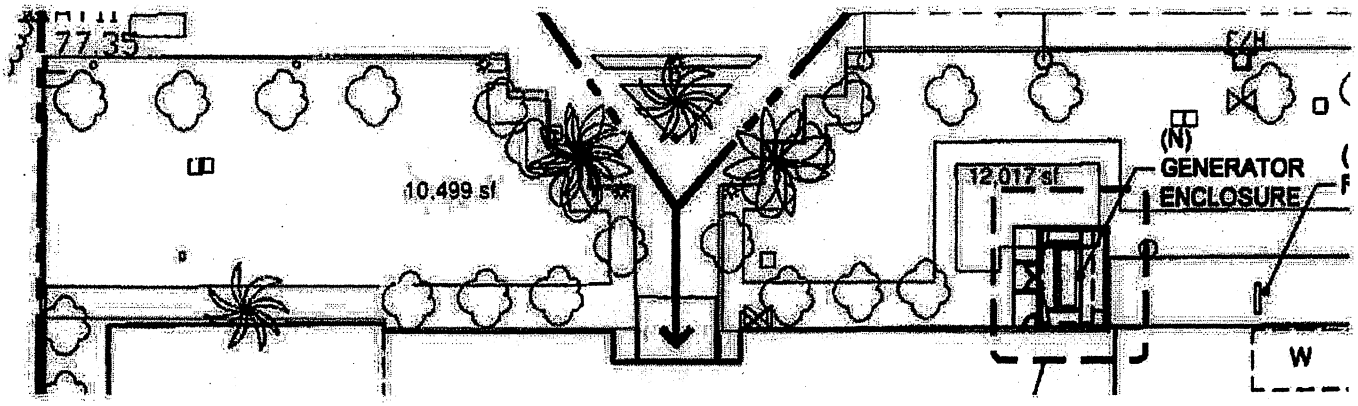
Title:

Linda Sandusky

From: Dang Le <dle@tilden-coil.com>
Sent: Monday, February 23, 2015 12:38 PM
To: Linda Sandusky; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

Linda,

About 22,516 SF.



Dang Le
Project Engineer
Tilden-Coil Constructors
Building with Integrity Since 1938
Tilden-Coil CONSTRUCTORS
Jobsite: Cerritos College
11110 Alondra Blvd
Norwalk, CA 90650
Phone: 562-860-2451 Ext 7220
Cell: 323 – 717 - 6886

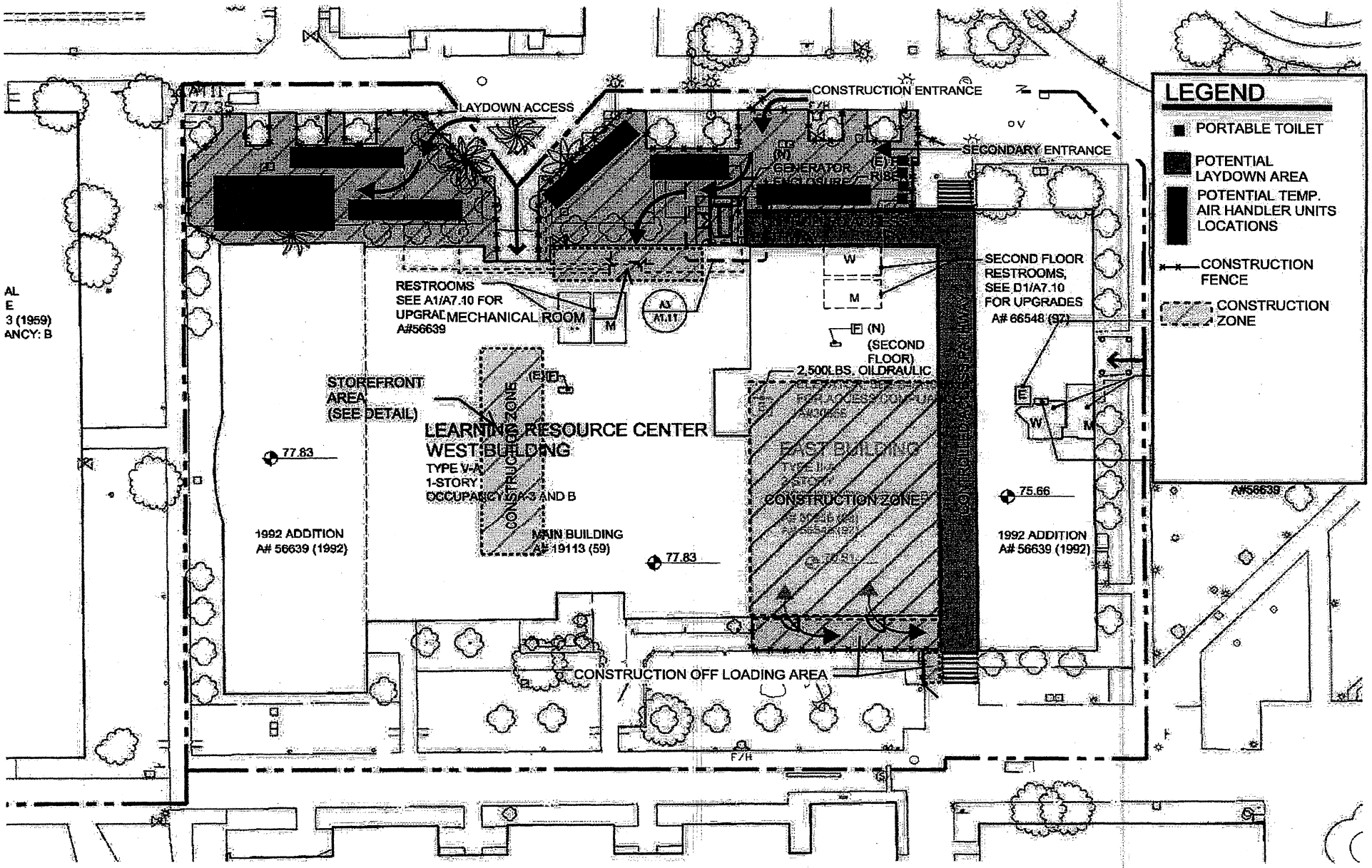
From: Linda Sandusky [mailto:LSandusky@hfinc.com]
Sent: Monday, February 23, 2015 10:54 AM
To: Dang Le; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

How much sq footage will you be disturbing on this project?

Linda Sandusky | Project Manager / Associate
Hall & Foreman | 17782 17th Street, Suite 200 | Tustin, CA 92780-1947
www.hfinc.com | d: 714.665.4549 | c: 562.895.8890 | f: 714.665.4501 | lsandusky@hfinc.com

Hall & Foreman
A Division of David Evans and Associates, Inc.

SITE LOGISTICS PLAN



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Landscape and Street Median** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Landscape and Hardscape Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in

connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Twelve Thousand Eight Hundred and 00/100 Dollars ($12,800.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, a div. of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-07

Job Name: LANDSCAPE
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7054 **Ph. 54**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Landscape & Street Median Areas

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Orange** per the Client's provided exhibit attached) depicted as "Landscape & Street Median Areas." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$12,800.00 LS**

NM (for) 10/16/14

TOTAL: $12,800.00 LS

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7054, **Phase 54 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____
Jeff Carreon — Date

EXHIBIT

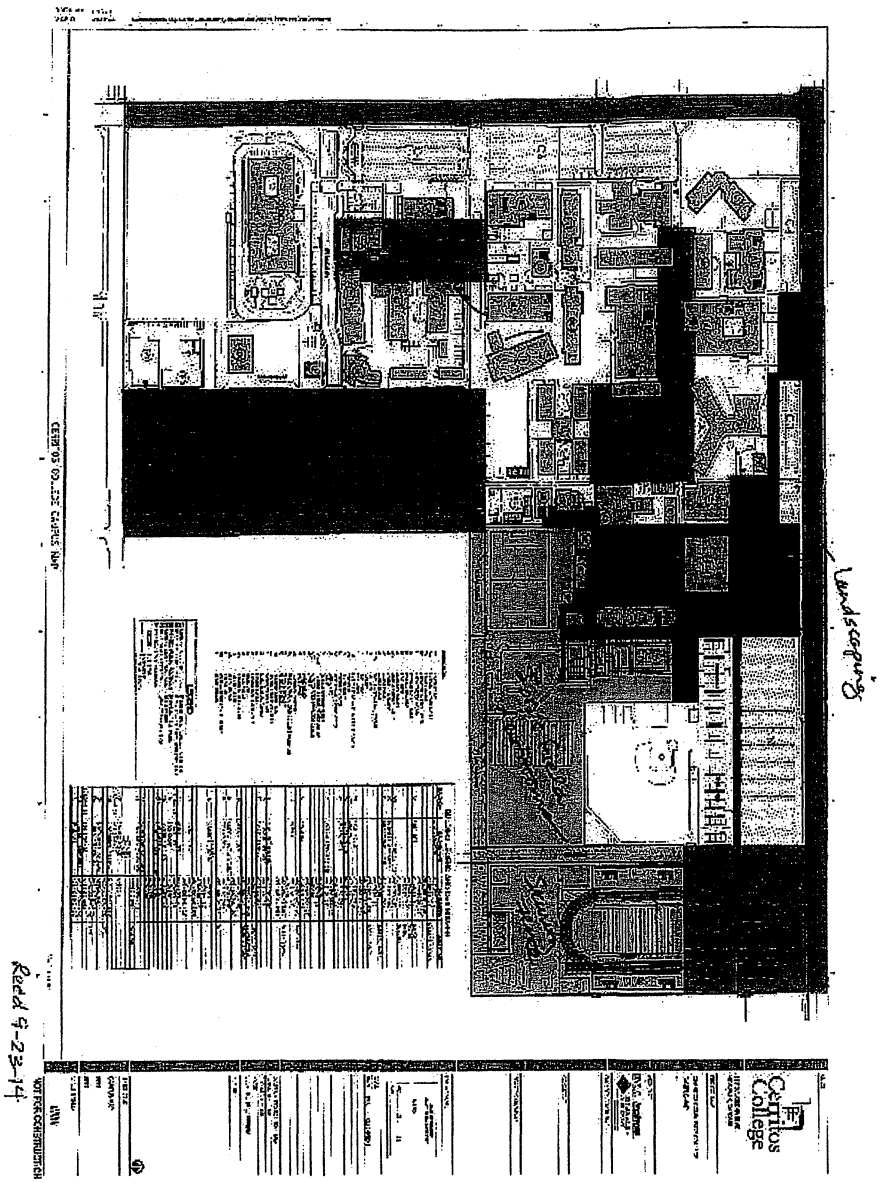


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Nine Thousand Eight Hundred and 00/100 Dollars ($9,800.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman

a div. of David Evans and Associates, Inc

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195

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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-06

Job Name: SHADE STRUCTURES
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 66057
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7053 **Ph. 53**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Shade Structures Area

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Green per the Client's provided exhibit attached**) depicted as "Shade Structures." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$9,800.00 LS**

TOTAL:$9,800.00

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 53_Survey Shade Shelters.doc

JM (TCO)
10/16/14

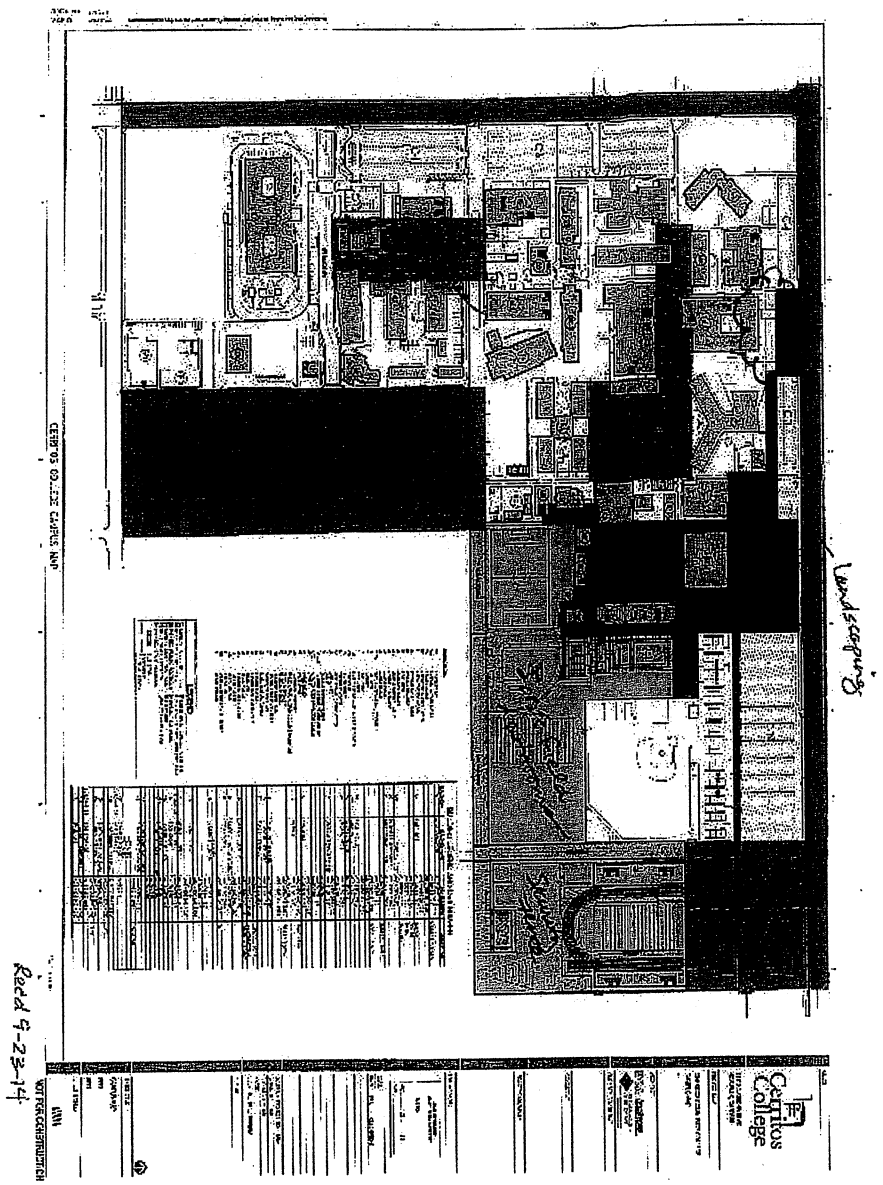


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restrooms

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00)** . District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc. a div. of David Evans and associates, Inc

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

Job Name: LANDSCAPE
New PO#: Y / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7055 **Ph. 55**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Sports Field Restroom Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded Yellow per the Client's provided exhibit attached) depicted as "Sports Field Restroom Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$7,400.00 LS**

TOTAL: $7,400.00 LS

JM (TCC)
10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7055, **Phase 55 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

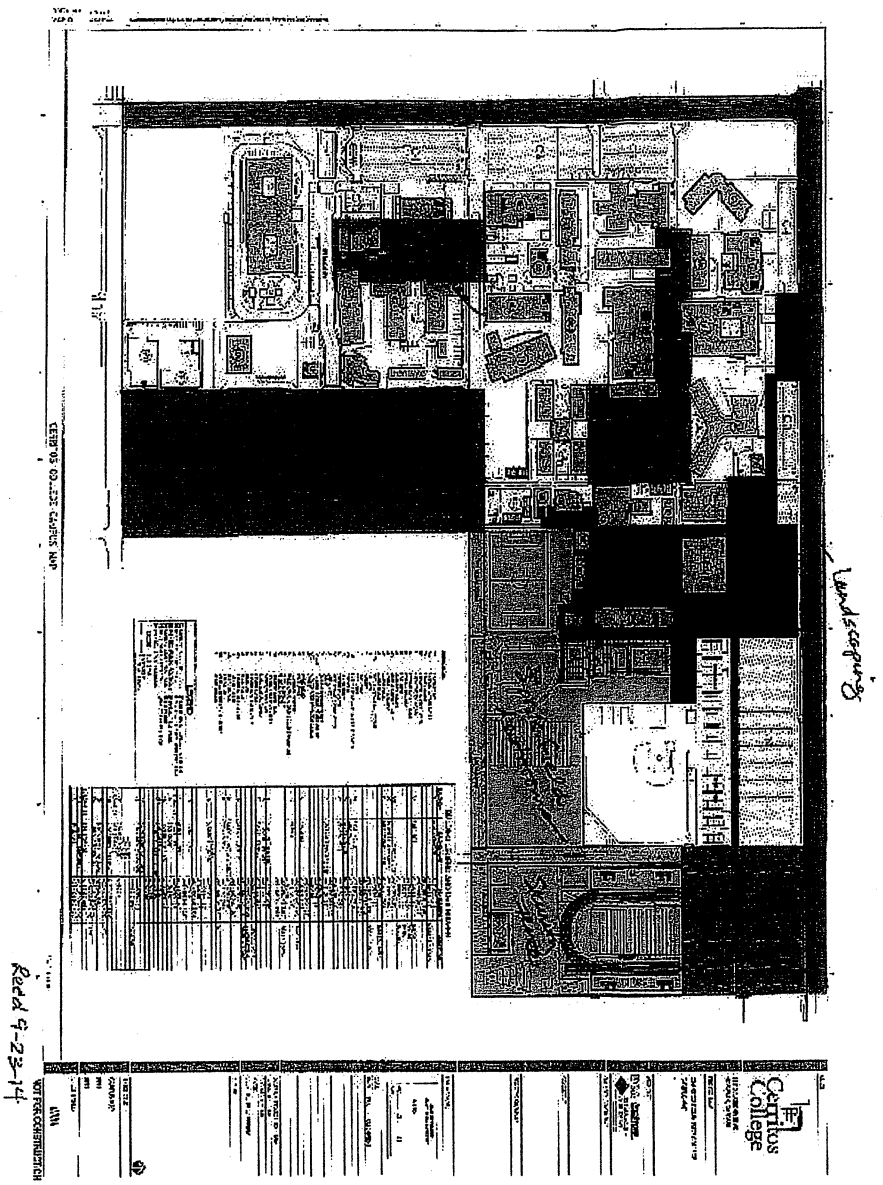


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Electrical Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Six Thousand Six Hundred and 00/100 Dollars ($6,600.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015	Dated: Jan. 6, 2015
Cerritos Community College District	**Hall & Foreman, Inc.** a div. of David Evans and Associates, Inc
By:	By: Linda Sandusky
Print Name: DR. DAVID EL FATTAL	Print Name: Linda Sandusky
Print Title: VICE PRESIDENT OF BUSINESS SERVICES	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14FUW3-04
Job Name: ELECTRICAL Upgrade
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1
Notes: 65059
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7056 **Ph. 56**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Parking Lot Solar Panel Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Magenta** per the Client's provided exhibit attached) depicted as "Parking Lot Solar Panel Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$6,600.00 LS**

TOTAL: $6,600.00 LS

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 56_Parking Lot Solar Panel Area Survey.doc

AM (TCW) 10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7056, **Phase 56 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

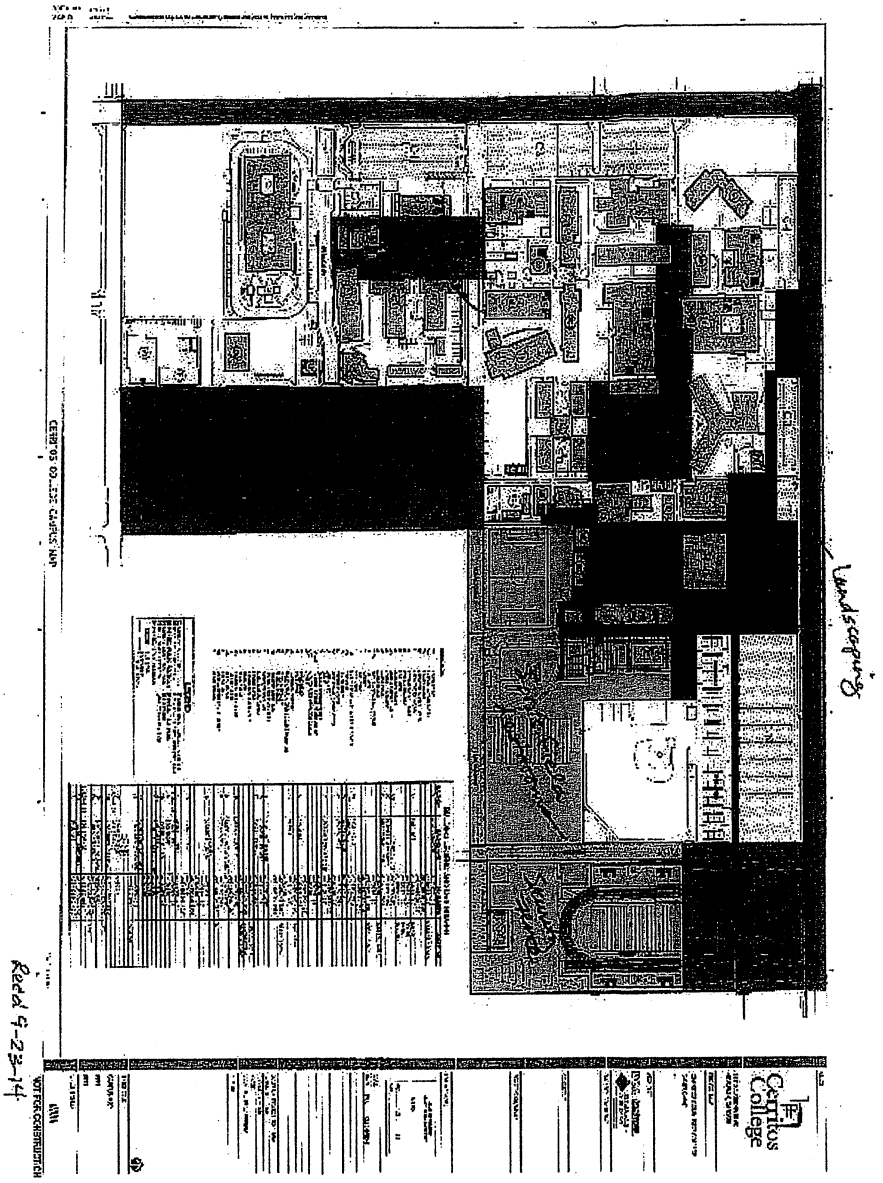


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Four Thousand One Hundred and 00/100 Dollars ($4,100.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, [redacted]
a div. of David Evans and Associates, Inc

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 8, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-3

Job Name: Field House
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65054
6120

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7052 **Ph. 52**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Field House Area

Attn: Jeff Carreon Date: October 8, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Blue per the Client's provided exhibit attached**) depicted as "Field House Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$4,100.00 LS**

TOTAL:$4,100.00 LS

10/16/14

EXHIBIT

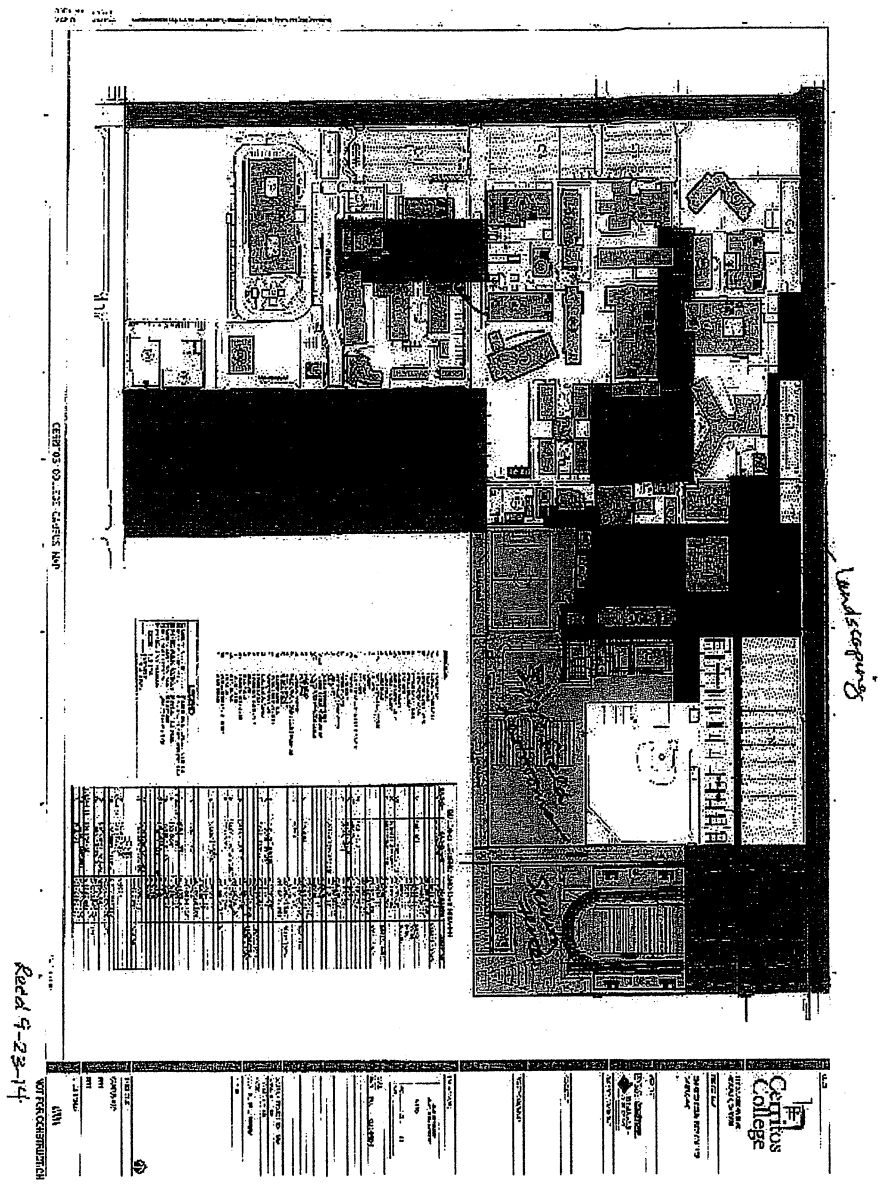


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Stakes** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. CIS/Math

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty Thousand, Nine-Hundred, Sixty and 00/100 Dollars ($40,960.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Stakes

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan. 9, 2015

Hall & Foreman, Inc. a div. of Dave Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195

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.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (11 pages), attached hereto and made a part of this PAA by this reference.

Job Name: CIS/MATH
New PO#: (Y)/ N
PO#: TBD CO#:
FUND: 42.0

Notes: 64045
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: IL.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.

Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.

Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.

Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.

Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.

Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.

Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***$41,440.00***
(forty-one thousand four hundred and forty dollars)

Fee for above services related for CIS/Math Building: ***$40,960.00***
(forty thousand nine hundred and sixty dollars)

The above services will be invoiced separately on an hourly basis, referenced by:

10/27/14

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

c. Landscaping (trees, shrubs, swales, area drains).
d. Demolition work.
e. Perimeter walls.
f. Retaining walls.
g. Valley gutters.
h. Irrigation systems.
i. Traffic signals and signs.
j. Interior building columns and interior walls.
k. Borrow area.
l. Settlement plate readings.
m. Model site improvements.
n. Landscape improvements.
o. Recreation area improvements.
p. Trash enclosures
q. Additional stakes required by plan revisions after the date of this **Agreement.**
r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement.**
s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to Hall & Foreman, Inc. during the preparation of this **Agreement.**
t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
u. Special pavement areas.
v. "Potholing", physically digging to expose objects to be located and measures.

8. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

9. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.

10. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.

11. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

Tilden-Coil

General Inclusions:

1. This Project must be completed in a total of 754 calendar days. Contractor must manage to complete in this allocated time frame without excuse. **Contractor agrees to assign the appropriate manpower to complete Contractor's related activities.** Subcontractor shall provide manpower / crew size information for each activity to Contractor, within 5 days from execution of subcontract agreement. All clarification and approvals must be obtained prior to work start and in such time as to allow answer, procurement, and preparation without compromising the schedule activity time and scheduled start date. Late coordination and RFI's asked during work progress are not an excuse for delay. Methods for maintaining allowable durations includes but not limited to:
   a. Sufficient crew size
   b. Extended hours. Allowable outdoor work hours are Sun – Friday. All shifts to begin at 7:00am unless otherwise directed by Superintendent.
2. CONTRACTOR acknowledges and agrees multiple move-ins and/or mobilizations may be required and all such move-ins and/or mobilizations are covered within this contract without additional cost to Tilden-Coil Constructors, Inc.
3. Any work required in the crawl space, subcontractor must comply with confine spaces requirements per OSHA.

Inclusions:

4. Contractor shall furnish all equipment necessary to complete the following Scope of Work (including Phase 1A, 1B, & 2):

A. ROUGH GRADE STAKING

1. Swales.
2. Ridge lines.
3. Establish temporary bench control.
4. Site at 50 ft. grid, grade breaks, angle points, B.C.'s and E.C.'s.
5. Building pad corners (establish pad finish and/or subgrade elevations).
6. Post rough grade survey.
   a. Establish and record 25 topo points for contour confirmation.
   b. Establish and record 100 topo points around and in between buildings and paving and hardscape areas to establish existing grades prior to start of site and building improvements.

B. FOUNDATION CONSTRUCTION

1. Establish horizontal and vertical control.
2. Establish horizontal control for proposed drilled piers.
3. Building pad certification and As-builts for District.
4. Layout of building, including canopy structures, bridge, and film building - perimeter and major grid lines for line only, and all radius points.
5. Layout of all depressions for floor finishes.
6. Layout of recessed / embedded track items scheduled to be installed within interior of building.
7. Bench marks at building (for vertical control). Two (2) each per building at opposite corners, as directed by the Construction Manager.
8. Major Grid Lines at 1st Floor, 2nd floor, and roof, as is applicable.
9. Survey of embedded items for pre, as well as post concrete placement (includes as-built verifying horizontal and vertical control).

C. STRUCTURAL STEEL

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

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MASTER INDEPENDENT CONSULTANT AGREEMENT
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AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

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   A. Fine Arts

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall

be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand, Four-Hundred, Forty and 00/100 Dollars ($41,440.00**), billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Stakes

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan 9, 2015

Hall & Foreman, Inc.
a div. of David Evans + associates inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
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.

Cerritos College

EXHIBIT "A"

DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (10 pages), attached hereto and made a part of this PAA by this reference.

Job Name: Fine ARts
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65040
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **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 **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for a Project may be a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services 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.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant 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 Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant 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 covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Master 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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant 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.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. 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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master 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, or emailed, addressed as follows:

If to District:

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

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

Any notice personally given or sent by facsimile transmission or email 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.

26. **Integration/Entire Agreement of Parties**. 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 Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master 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 Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of 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.

29. **Severability**. If any term, condition or provision of this Master 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.

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

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

47-1237118
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.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

(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 filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 2015.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 2015.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 41

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

SUBJECT: Consideration of Ratification of Agreement with the Community College Foundation for Resource Family Approval Training Services

ACTION
It is recommended that the Board of Trustees ratify the agreement with The Community College Foundation for Resource Family Approval Training Services.

FISCAL IMPACT
Cerritos College will receive a not-to-exceed amount of $26,900; funding for this contract is provided by monies received from The Community College Foundation for the Resource Family Approval (RFA) Training Services program.

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
THE COMMUNITY COLLEGE FOUNDATION
RESOURCE FAMILY APPROVAL TRAINING SERVICES
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education and Diversity Programs

Purpose: The District wishes to enter into an agreement with The Community College Foundation to offer training for prospective Resource Parent (foster and/or adoptive). This is a firm-fixed contract for the completion of up to six (6) 12-hour Pre-Approval trainings, four (4) 8-hour Pre-Placement training, and three (3) First Aid/CPR trainings. No general funds would be used for this agreement; Cerritos College will receive a not-to-exceed amount of $26,900 from The Community College Foundation.

Period: The time period of the agreement is from January 1, 2017 through December 31, 2017.

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

ATTACHMENT(S)
Contract No. 16C0127 – The Community College Foundation

THE COMMUNITY COLLEGE FOUNDATION
Serving Education & Community

THE COMMUNITY COLLEGE FOUNDATION
SUBCONTRACTOR AGREEMENT (CONTRACT)

This Agreement is entered into between The Community College Foundation (TCCF) and Subcontractor named below for the Resource Family Approval (RFA) Training Services.

College Name Cerritos College (Subcontractor)

College District Cerritos Community College District

Term of Agreement **January 1, 2017 through December 31, 2017**

Number of 12 Hr Series:	6	**Maximum Agreement Sum:**	$18,000	**Agreement Number:**	117-110
Number of 8 Hr Series:	4	**Maximum Agreement Sum:**	$8,000		
Number of FA/CPR Series:	3	**Maximum Agreement Sum:**	$900	**Maximum Contract Sum**	**$26,900**

The parties agree to comply with the terms and conditions of the following Sections and Exhibits which are by this reference made a part of this Agreement:

Part I: Unique Terms & Conditions (Sections 1 through 11)
Part II: Standard Terms & Conditions (Sections 1 through 30)
Exhibit A: Statement of Work
Exhibit B: Attachments
Exhibit C: Insurance Documents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

CERRITOS COLLEGE (SUBCONTRACTOR)	**THE COMMUNITY COLLEGE FOUNDATION**
	Nanette Fowler
Authorized Signature	Authorized Signature
	Nanette Fowler , CEO
Printed Name and Title	Printed Name and Title
	12/21/2016
Date	Date
	1901 Royal Oaks Drive, Suite 100
Address	Address
	Sacramento, CA 95815
City, State, Zip	City, State, Zip
	916-418-5111
Telephone Number	Telephone Number
	68-0016439
Tax Identification Number	Tax Identification Number

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PART I: UNIQUE TERMS & CONDITIONS

1.0 PARTIES TO THE AGREEMENT

1.1 The parties to this Agreement are The Community College Foundation, hereinafter referred to as "TCCF" and Cerritos College, hereinafter referred to SUBCONTRACTOR.

2.0 CORRELATION DISCLAIMER

2.1 The Department of Children and Family Services (DCFS) has awarded TCCF to provide Resource Family Approval (RFA) Training Services in the East, North, South and West Region of Los Angeles County. As a result, your organization has been selected by TCCF to subcontract portions of its contract with DCFS.

2.2 This Agreement is a subcontract under the terms of a prime contract with TCCF and the COUNTY. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles.

3.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

3.1 This Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

3.2 Exhibits A, B, and C as set forth below are attached to and incorporated by reference in this Agreement.

3.3 RFA deliverables are incorporated by reference into this Agreement as described in Exhibit A: Statement of Work, Section 6.

3.4 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work
Exhibit B - Attachments
Exhibit C – Insurance Documents

3.5 SUBCONTRACTOR and TCCF agree that the following terms, as used in this Agreement, shall have the following meanings:

A. "COUNTY" " means Los Angeles County.

B. "Day(s)" means calendar day(s) unless otherwise specified;

C. "DCFS" means Los Angeles County's Department of Children and Family Services.

D. "Contract Year" means term of agreement as stated in Part I: Unique Terms and Conditions, Section 4.0, Term.

E. "Program Director" means TCCF representative responsible for daily management of Agreement (contract) operation, communication with DCFS, and overseeing monitoring activities.

F. "Program Manager" means TCCF representative daily for daily management of records and communication.

G. "Project" means the work to be performed by SUBCONTRACTOR as defined in Exhibit A, Statement of Work.

H. "Subcontract" means an Agreement (contract) by which a third party agrees to provide services or materials necessary to fulfill an original contract.

I. "Completed Series" means either a 12 hour, 8 hour or First Aid/CPR series with a minimum of twenty (20) to a maximum of thirty (30) enrolled students, on the first day, unless authorization to continue the class with less students is received from DCFS.

4.0 TERM

4.1 The term of this Agreement shall commence on January 1, 2017 and shall expire on December 31, 2017, unless terminated earlier or extended, in whole or in part, as provided herein.

5.0 SUBCONTRACTOR'S WORK

5.1 Pursuant to the provisions of this Agreement, SUBCONTRACTOR shall provide TCCF with training for prospective Resource (foster and/or adoptive) Parents using the RFA curriculum as defined herein and as more fully set forth in Exhibit A: Statement of Work, Section 1. SUBCONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

5.2 If SUBCONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of SUBCONTRACTOR, and the SUBCONTRACTOR shall have no claim whatsoever against TCCF.

6.0 CONTRACT SUM

6.1 TCCF and SUBCONTRACTOR agree that this is a firm-fixed price contract for the completion of **up to six (6) 12 hour Pre-Approval, four (4) 8** Pre-Placement and three (3) First Aid/ CPR training series. During the term of this Agreement, TCCF shall compensate SUBCONTRACTOR for the services set forth in Exhibit A, Statement of Work in accordance with Part I: Unique Terms and Conditions, Section 8.0, Payments and Invoices.

6.2 The maximum amount payable under this Agreement is **Twenty-six thousand and nine hundred dollars ($26,900)** hereinafter referred to as "Maximum Contract Sum".

7.0 INSURANCE REQUIREMENTS

7.1 General Insurance Requirements

Without limiting SUBCONTRACTOR's indemnification of TCCF and the COUNTY during the term of this Agreement, SUBCONTRACTOR shall provide TCCF and maintain insurance specified below. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by TCCF and COUNTY, and such coverage shall be provided and maintained at SUBCONTRACTOR's own expense.

7.1.1 Evidence of Coverage and Notice to COUNTY: Certificate of insurance or other evidence of coverage satisfactory to COUNTY shall be delivered to TCCF's Director of Business Relations at the address below prior to commencing services under this Agreement and will become Exhibit C, Insurance Documents.

The Community College Foundation
Attention: Ingrid Jimenez, Director of Administration
1901 Royal Oaks Drive, Suite 100
Sacramento, CA 95815
Or by email to ijiminez@communitycollege.org

Such certificates or other evidence shall:

7.1.2 Clearly identify all coverages required in this Agreement.

7.1.3 Specifically reference this Agreement number.

7.1.4 The Certificate of Insurance's Certificate Holder box needs to have the following address:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

7.1.5 The Certificate of Insurance's Description of Operations box needs to have the following language: "As respects to the subcontract between The Community College Foundation and College Name for the RFA Agreement #. A ten (10) day notice provision is included."

7.1.6 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

7.1.7 Include copies of the additional insured endorsement to the commercial General Liability policy, naming, "The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and The Community College Foundation" as insureds for all activities arising from this Agreement.

7.1.8 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require SUBCONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

7.3 Failure to Maintain Coverage: Failure by SUBCONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to TCCF, shall constitute a material breach of the Agreement upon which TCCF may immediately terminate or suspend this Agreement. TCCF, at its sole option,

may obtain damages from SUBCONTRACTOR resulting from said breach. Alternatively, TCCF may purchase such required insurance coverage, and without further notice to SUBCONTRACTOR, TCCF may deduct from sums due to SUBCONTRACTOR any premium costs advanced by TCCF for such insurance.

7.4 Notification of Incidents, Claims or Suits: SUBCONTRACTOR shall report to TCCF:

7.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against SUBCONTRACTOR, TCCF and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

7.4.2 Any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Agreement.

7.4.3 Any injury to a SUBCONTRACTOR employee, which occurs on TCCF and/or COUNTY property. This report shall be submitted on a TCCF "Non-Employee Injury Report" to TCCF's Program Director.

7.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of TCCF and/or COUNTY property, monies or securities entrusted to SUBCONTRACTOR under the terms of this Agreement.

7.5 Compensation for TCCF Costs: In the event that SUBCONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to TCCF, SUBCONTRACTOR shall pay full compensation for all costs incurred by TCCF.

7.6 Insurance Coverage Requirements:

7.6.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and TCCF as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

7.6.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million ($1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of SUBCONTRACTOR's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.6.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million ($1,000,000) per accident.

7.6.4 Professional Liability: Insurance covering SUBCONTRACTOR's liability arising from or related to this Agreement, with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate. Further, SUBCONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.0 INVOICES AND PAYMENTS

8.1 SUBCONTRACTOR shall only be paid for each completed RFA training series provided. No compensation is available if a series does not get completed.

8.2 A completed RFA series consists of either a 12 hour Pre-Approval, 8 hour Pre-Placement or First Aid/ CPR training series and all required deliverables being submitted as stated in Exhibit A, Statement of Work, and will be reimbursed at a rate of $3,000 per 12 hour Pre-Approval, $2,000 per 8 hour Pre-Placement or $300 per First Aid/ CPR completed series.

8.3 SUBCONTRACTOR shall submit each invoice to TCCF in arrears at the rate of compensation specified in Part I: Unique Terms and Conditions, Section 8.2, Invoices and Payments, and in the format prescribed by the TCCF within thirty (30) days of completion of each training series. SUBCONTRACTOR shall be paid only for the work performed as specified in the Agreement and any amendments thereto. All deliverables should accompany each invoice.

8.4 Any invoice received whose complete set of deliverables is not attached, will be held for thirty (30) days from the last day of the series pending the completion of those deliverables. If after those thirty (30) days all deliverables have not been received, payment for that specific training series will be forfeited.

8.5 Late invoices will be accepted for payment insofar as sufficient funds remain available for payment.

8.6 TCCF will provide the necessary invoices for SUBCONTRACTOR to use when billing TCCF. Any copies, faxes or electronic versions of these invoices will not be recognized by TCCF as legitimate documents and therefore will not be accepted for payment. These original invoices will be sent to SUBCONTRACTOR under separate cover once the signed Agreement has been received by TCCF.

8.7 Expenditures made by SUBCONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122, R 5/10/2004, incorporated by reference. The Circular may be accessed online via the Internet at http://www.whitehouse.gov/omb/circulars_default

8.8 SUBCONTRACTOR shall submit original invoices for payment to TCCF's Los Angeles Office at the following address for review and approval:

The Community College Foundation
Attention: Gomanna Choi, Program Manager
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA 90010

8.9 Payment to SUBCONTRACTOR will be made in arrears for each RFA training series completed, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. TCCF shall attempt to authorize payment within thirty (30) days following receipt of the invoice, provided that the invoice has been reviewed and approved by the Program Director or designee and all deliverables are completed accurately and have been submitted in a timely manner. TCCF has no obligation to pay for any work except those services expressly authorized by this Agreement.

8.10 In compliance with Internal Revenue Service (IRS) requirements, SUBCONTRACTOR shall provide their Tax Identification number as it is necessary for processing payment.

8.11 SUBCONTRACTOR is responsible for the accuracy of invoices submitted to TCCF. Further, it is the responsibility of SUBCONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by SUBCONTRACTOR and to notify TCCF of any overpayments received by SUBCONTRACTOR. Any overpayment received by SUBCONTRACTOR, as determined by Program Director, or designee, shall be returned to TCCF by SUBCONTRACTOR within thirty (30) days of receiving notification of such overpayment from TCCF, or may be set off at TCCF's election against future payments due SUBCONTRACTOR.

8.12 SUBCONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and SUBCONTRACTOR agrees that TCCF has no obligation, whatsoever, to pay for any expenditures by SUBCONTRACTOR that exceed the Maximum Contract Sum.

8.13 SUBCONTRACTOR shall have no claim against TCCF for payment of any money or reimbursement, of any kind whatsoever, for any service provided by SUBCONTRACTOR after the expiration or other termination of this Agreement.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

9.1 For the safety and welfare of the children to be served under this Agreement, SUBCONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent subcontractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Agreement and shall maintain such records in the file of each such person.

9.2 SUBCONTRACTOR shall immediately notify TCCF of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent subcontractor, volunteer staff or Agreementor who may come in contact with children while providing services under this Agreement when such information becomes known to SUBCONTRACTOR.

9.3 SUBCONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or

	violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

10.0 CONFIDENTIALITY

10.1 SUBCONTRACTOR shall maintain the confidentiality of all records including, but not limited to, TCCF records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. SUBCONTRACTOR shall inform all of its officers, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of SUBCONTRACTOR who have access to confidential records and data must sign and adhere to the "Employee Acknowledgment and Confidentiality Agreement" attachment found in Exhibit B of this Agreement. SUBCONTRACTOR shall notify TCCF of any attempt to obtain confidential records through the legal process.

10.2 SUBCONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

11.0 SUBCONTRACTOR'S STAFF IDENTIFICATION

11.1 CONTRACTOR will provide all staff providing services under this Agreement with a photo identification badge.

PART II: STANDARD TERMS & CONDITIONS

1.0 AGREEMNT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

1.1 The Program Manager shall be responsible for the enforcement of this Agreement on behalf of TCCF and shall be assisted therein by those Directors and employees of TCCF having duties in connection with the administration thereof. The Program Manager hereby reserves the right to assign such personnel as are needed in order to inspect and review SUBCONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.

1.2 SUBCONTRACTOR hereby agrees to cooperate with the Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of SUBCONTRACTOR's program, records and procedures at any reasonable time.

1.3 TCCF or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all Agreement terms and performance standards. SUBCONTRACTOR deficiencies which TCCF determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to TCCF. The report will include improvement/corrective action measures taken by TCCF and SUBCONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, TCCF may terminate this Agreement or impose other penalties as specified in this Agreement.

1.4 At the request of TCCF, SUBCONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by TCCF.

2.0 AMERICANS WITH DISABILITIES ACT (ADA)

2.1 The SUBCONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the SUBCONTRACTOR's or TCCF's program.

3.0 ASSIGNMENT/DELEGATION OF RIGHTS

3.1 SUBCONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of TCCF. Any attempted assignment and/or delegation without said consent shall constitute a default under Part II: Standard Terms and Conditions, Section 13.0, Events of Default, herein and shall be voidable at the election of TCCF. If SUBCONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring TCCF's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of SUBCONTRACTOR to any person(s) or legal entity other than the majority in control of SUBCONTRACTOR at the time of execution of this Agreement. Any payments by TCCF to SUBCONTRACTOR or its assignee, or acceptance of any payments by TCCF from SUBCONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such TCCF consent.

3.2 Upon assignment and/or delegation, each and all of the provisions, Agreements, terms, covenants and conditions herein contained, to be performed by SUBCONTRACTOR, shall be binding upon both SUBCONTRACTOR and upon any assignee/delegate thereof.

3.3 TCCF's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original SUBCONTRACTOR. TCCF may require, as a condition to its consent to assignment, that the assignee enter into an Agreement utilizing then current standard TCCF documentation for this or similar Agreements.

3.4 Any payments by TCCF to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which SUBCONTRACTOR may have against TCCF and shall be subject to set-off, recoupment, or other reduction for any claims which SUBCONTRACTOR may have against TCCF, whether under this Agreement or otherwise.

4.0 AUTHORIZATION WARRANTY

4.1 SUBCONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate SUBCONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

5.0 CHANGES AND AMENDMENTS

5.1 TCCF reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

5.1.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared by TCCF, and signed by SUBCONTRACTOR and TCCF.

5.1.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared by TCCF, signed by SUBCONTRACTOR, for consideration and, if approved, execution.

5.2 For purposes of Part II: Standard Terms and Conditions, Sections 5.1.1 and 5.1.2, Changes and Amendments, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for SUBCONTRACTOR, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Part I: Unique Terms and Conditions, Section 6.0 Contract Sum.

5.3 Notwithstanding the provisions of Part II: Standard Terms and Conditions, Sections 5.1.1 and 5.1.2, Changes and Amendments, TCCF's President may, without further action by TCCF's Board Members, prepare and sign amendments to this Agreement which increase or decrease payments to SUBCONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Agreement.

6.0 CHILD ABUSE PREVENTION REPORTING

6.1 SUBCONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, SUBCONTRACTOR will immediately notify TCCF and the Child Abuse Hotline whenever SUBCONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. SUBCONTRACTOR will remain with the child if imminent risk is present.

6.2 SUBCONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

6.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

6.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

6.2.3 The assurance that all employees of SUBCONTRACTOR and independent subcontractors understand that the safety of the child is always the first priority.

7.0 CLIENT GRIEVANCES

7.1 SUBCONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the RFA Program Manager, SUBCONTRACTOR shall submit such procedures to TCCF within five (5) calendar days from the date of the request.

8.0 COMPLIANCE WITH APPLICABLE LAWS

8.1 SUBCONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.2 SUBCONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, SUBCONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding.

Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

8.3 For an Agreement over $10,000, SUBCONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.4 Failure by SUBCONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

8.5 Each party hereby agrees to defend, indemnify and hold harmless the other Party from any loss, damage or liability resulting from a violation on the part of either party, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Part II: Standard Terms and Conditions, Section 8.1, Compliance with Applicable Laws.

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

9.1 SUBCONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. SUBCONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

10.0 COVENANT AGAINST CONTINGENT FEES

10.1 SUBCONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.

10.2 For breach or violation of this covenant, TCCF shall have the right to terminate this Agreement and/or, at its sole discretion, require SUBCONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

11.0 DISPUTE RESOLUTION PROCEDURE

11.1 SUBCONTRACTOR and TCCF agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Part II: Standard Terms and Conditions, Section 11.0, Dispute Resolution Procedure.

11.2 SUBCONTRACTOR and TCCF agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which TCCF determines should be delayed as a result of such dispute. TCCF shall continue to pay sums not in dispute, during any such period of continued performance.

11.3 In the event of any dispute between the parties with respect to this Agreement/Project, SUBCONTRACTOR and TCCF shall submit the matter to their respective Project/Program Managers for the purpose of endeavoring to resolve such dispute.

11.4 In the event that SUBCONTRACTOR and TCCF's Program Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to SUBCONTRACTOR's Authority and to TCCFS's President for further consideration and discussion to attempt to resolve the dispute.

11.5 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Part II: Standard Terms and Conditions, Section 11.0, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

12.0 EMPLOYEE BENEFITS AND TAXES

12.1 SUBCONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

12.2 TCCF shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with, or resulting from this Agreement or SUBCONTRACTOR's performance hereunder.

13.0 EVENTS OF DEFAULT

13.1 Default for Non-Performance.

TCCF may terminate the whole or any part of this Agreement if either of the following circumstances exists:

13.1.1 SUBCONTRACTOR has made a misrepresentation of any required element in this Agreement; or

13.1.2 SUBCONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

13.2 Default for Insolvency.

TCCF may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

13.2.1 Insolvency of SUBCONTRACTOR.

SUBCONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

13.2.2 The filing of a voluntary petition in bankruptcy;

13.2.3 The appointment of a Receiver or Trustee for SUBCONTRACTOR;

13.2.4 The execution by SUBCONTRACTOR of an assignment for the benefit of creditors

13.3 Other Events of Default.

Determination by TCCF, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by SUBCONTRACTOR in violation of State and/or Federal laws thereon.

14.0 INDEMNIFICATION

14.1 SUBCONTRACTOR shall indemnify, defend and hold harmless TCCF, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected

with SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

15.0 INDEPENDENT SUBCONTRACTOR STATUS

15.1 This Agreement is by and between TCCF and SUBCONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between TCCF and SUBCONTRACTOR. SUBCONTRACTOR understands and agrees that all persons furnishing services to TCCF pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of SUBCONTRACTOR and not of TCCF. SUBCONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to TCCF provided pursuant to this Agreement.

16.0 INTERPRETATION OF AGREEMENT

16.1 Validity.

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

16.2 Governing Laws, Jurisdiction and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. SUBCONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

16.3 Waiver.

Any waiver by TCCF of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of TCCF to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping TCCF from enforcing the full provisions thereof.

17.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

17.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti- discrimination laws and regulations.

17.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Equal Employment Opportunity (EEO) Certification.

17.3 SUBCONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

17.4 SUBCONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.

17.5 SUBCONTRACTOR shall provide access for TCCF's representatives to inspect SUBCONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by TCCF.

17.6 If TCCF finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which TCCF may determine to terminate this Agreement. TCCF reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by TCCF that SUBCONTRACTOR has violated the non-discrimination provisions of this Agreement.

17.7 The parties agree that in the event SUBCONTRACTOR violates the non-discrimination provisions of this Agreement, TCCF shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

18.0 NOTICE OF DELAYS

18.1 Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) working day, give written notice thereof, including all relevant information with respect thereto, to the other party.

19.0 NOTICES

19.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to TCCF shall be sent addressed to the following:

The Community College Foundation
Attention: Mina Mata, Director of Adult Programs
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA 90010

All notices to SUBCONTRACTOR shall be sent to the following:

Cerritos College
Attention: Graciela Vasquez, Program Director
11110 E. Alondra Boulevard
Norwalk, CA 90650

or such other person and/or location as may hereinafter be designated in writing by SUBCONTRACTOR.

20.0 PROPRIETARY RIGHTS

20.1 TCCF and SUBCONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of TCCF, provided that SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

20.2 Notwithstanding any other provision of this Agreement, TCCF and SUBCONTRACTOR agree that TCCF shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal

Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section.

20.3 SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

20.4 Any materials, data and information not developed under this Agreement, which SUBCONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by SUBCONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

20.5 TCCF will use reasonable means to ensure that SUBCONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, TCCF will notify SUBCONTRACTOR of any Public Records request for items described in Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights. TCCF agrees not to reproduce or distribute such materials, data and information to non-TCCF entities without the prior written permission of SUBCONTRACTOR.

20.6 Notwithstanding any other provision of this Agreement, TCCF shall not be obligated in any way under Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights for:

20.6.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Part II: Standard Terms and Conditions, Section 20.3, Proprietary Rights;

20.6.2 Any materials, data and information covered under Section 39.2; and

20.6.3 Any disclosure of any materials, data and information which TCCF is required to make under the California Public Records Act or otherwise by law.

20.7 SUBCONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, SUBCONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

20.8 SUBCONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in TCCF's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by TCCF, without TCCF's prior written consent.

20.9 The provisions of Part II: Standard Terms and Conditions, Sections 20.5, 20.6, and 20.7 Proprietary Rights shall survive the expiration or termination of this Agreement.

21.0 PUBLICITY

21.1 The SUBCONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the SUBCONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY nor TCCF shall not inhibit the SUBCONTRACTOR from publishing its role under this Agreement within the following conditions:

The SUBCONTRACTOR shall develop all publicity material in a professional manner; and

21.2 During the term of this Agreement, the SUBCONTRACTOR shall not publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the TCCF or the COUNTY without the prior written consent of TCCF's RFA Program Manager. TCCF shall not unreasonably withhold written consent.

21.3 The SUBCONTRACTOR may, without the prior written consent of TCCF, indicate in its proposals and sales materials that it has been awarded this Agreement with TCCF, provided that the requirements of this section shall apply.

22.0 RECORDS AND AUDITS

22.1 SUBCONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

22.2 SUBCONTRACTOR agrees that TCCF and its authorized representatives, the County of Los Angeles and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized

representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Agreement, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by SUBCONTRACTOR at a location in Los Angeles County and shall be made available to TCCF, County, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter, or for a period of three (3) years from the date of the submission of the final invoice, whichever date is later unless TCCF's written permission is given to dispose of any such material prior to such time. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at TCCF's sole option, SUBCONTRACTOR shall pay TCCF for travel per diem and other costs incurred by TCCF in exercising its rights under this Section. SUBCONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

22.3 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal, State or County Auditor, or by any auditor employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with TCCF's Chief Financial Officer within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal, State or County law or under this Agreement. TCCF shall make a reasonable effort to maintain the confidentiality of such audit report(s).

22.4 SUBCONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by TCCF, or DCFS and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, SUBCONTRACTOR shall forward copies of such reports to TCCF.

22.5 SUBCONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, County's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of SUBCONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, agreements, space and

equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring SUBCONTRACTOR's accountability of expenditures and program performance under this Agreement. SUBCONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

22.6 All uses of funds paid to SUBCONTRACTOR and other financial transactions related to SUBCONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, SUBCONTRACTOR shall pay to TCCF the full amount of SUBCONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

22.7 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which TCCF may withhold reimbursement or terminate this Agreement.

22.8 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of TCCF conduct an audit of SUBCONTRACTOR regarding the services provided to TCCF hereunder and if such audit finds that TCCF's dollar liability for such services is less than payments made by TCCF to SUBCONTRACTOR, then SUBCONTRACTOR agrees that the difference, at TCCF's discretion, shall be either: (1) repaid forthwith by SUBCONTRACTOR to TCCF by cash payment; or (2) at TCCF's option, credited against future payments hereunder to SUBCONTRACTOR. If such audit finds that TCCF's dollar liability for services provided hereunder is more than payments made by TCCF to SUBCONTRACTOR, then the difference shall be paid to SUBCONTRACTOR by TCCF provided that in no event shall TCCF's maximum obligation for this Agreement exceed the Maximum Contract Sum.

23.0 RECYCLED BOND PAPER

23.1 Consistent with COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, SUBCONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

24.0 SAFELY SURRENDED BABY LAW

24.1 SUBCONTRACTOR shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

24.2 SUBCONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrender Baby Law. SUBCONTRACTOR understands that it is TCCF's policy to encourage all SUBCONTRACTORS to voluntarily post COUNTY's "Safely Surrender Baby Law" poster in a prominent position in the SUBCONTRACTOR's place of business.

25.0 SHRED DOCUMENT

25.1 SUBCONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Agreement must be shredded and not put in trash containers when SUBCONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

25.2 Documents for record and retention purposes in accordance with Part II: Standard Terms and Conditions, Section 22.0 Records and Audits of this Agreement are to be maintained for a period of five (5) years.

26.0 SUBCONTRACTING

26.1 No performance of this Agreement or any portion thereof may be subcontracted by SUBCONTRACTOR without the express written authority of TCCF. Any attempt by SUBCONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. SUBCONTRACTOR shall submit each subcontract to TCCF for written approval prior to subcontractor performing any work hereunder.

26.2 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

26.3 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement.

26.4 SUBCONTRACTOR shall contact TCCF to obtain a list of required information necessary before any subcontractor employee may perform any work under any subcontract to this Agreement.

26.5 SUBCONTRACTOR shall indemnify and hold TCCF harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that SUBCONTRACTOR indemnifies TCCF from any and all liability arising from or resulting from the actions or omissions of its own employees.

26.6 No subcontract shall alter in any way any legal responsibility of SUBCONTRACTOR to TCCF. SUBCONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

26.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

26.8 SUBCONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. TCCF shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

27.0 SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT

27.1 A responsible SUBCONTRACTOR is a SUBCONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract duties. It is TCCF's policy to conduct business only with responsible SUBCONTRACTORS.

27.2 The SUBCONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if TCCF acquires information concerning the performance of the SUBCONTRACTOR on this or other Agreements which indicates that the SUBCONTRACTOR is not responsible, TCCF may, in addition to other remedies provided in this Agreement, debar the SUBCONTRACTOR from being awarded, and/or performing work on TCCF contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the SUBCONTRACTOR may have with TCCF.

27.3 TCCF may debar the SUBCONTRACTOR if TCCF finds, in its discretion, that the SUBCONTRACTOR has done any of the following: (1) violated any term of a contract with TCCF or a nonprofit corporation created by TCCF, (2) committed an act or omission which negatively reflects on the SUBCONTRACTOR's quality, fitness or capacity to perform a contract with TCCF, any other public entity, or a nonprofit corporation created by TCCF, or engaged in a pattern or

practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against TCCF or any other public entity.

27.4 If there is evidence that the SUBCONTRACTOR may be subject to debarment, TCCF will notify the SUBCONTRACTOR in writing of the evidence which is the basis for the proposed debarment.

27.5 The SUBCONTRACTOR will be given the opportunity to object to the proposed debarment and allowed to submit evidence for consideration to TCCF. After reviewing the evidence, TCCF shall prepare a proposed decision which shall contain a recommendation regarding whether the SUBCONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.

27.6 These terms shall also apply to subcontractors of SUBCONTRACTOR.

28.0 TERMINATION FOR CONVENIENCE

28.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by TCCF to be in its best interest. Termination of services hereunder shall be effected by delivery to SUBCONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

28.2 After receipt of a notice of termination and except as otherwise directed by TCCF, SUBCONTRACTOR shall:

28.2.1 Stop services under this Agreement on the effective date of termination.

28.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.

28.3 After receipt of a notice of termination, SUBCONTRACTOR shall submit to TCCF in the form and with the certification as may be prescribed by TCCF, its termination claim and invoice. Such claim and invoice shall be submitted promptly. TCCF will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of SUBCONTRACTOR to submit its termination claim and invoice within the time allowed, TCCF may determine, on the basis of information available to TCCF, the amount, if any, due to SUBCONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, TCCF shall pay SUBCONTRACTOR the amount so determined as full and complete

satisfaction of all amounts due SUBCONTRACTOR under this Agreement for any terminated services.

28.4 Subject to the provisions of Par II: Standard Terms and Conditions, Section 28.3 Termination for Convenience, TCCF and SUBCONTRACTOR shall make a good faith attempt to agree upon an amount due to SUBCONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due SUBCONTRACTOR is not agreed upon, TCCF shall determine the amount due SUBCONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which SUBCONTRACTOR or its Agreementor(s) has satisfactorily provided. TCCF shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

29.0 TERMINATION FOR IMPROPER CONSIDERATION

29.1 TCCF may, by written notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to TCCF's Director of Adult Programs, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to SUBCONTRACTOR's performance pursuant to the Agreement. In the event of such termination, TCCF shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default by SUBCONTRACTOR.

29.2 SUBCONTRACTOR shall immediately report any attempt by a TCCF employee to solicit such improper consideration. The report shall be made either to TCCF manager charged with the supervision of the employee or to TCCF Director of Adult Programs at (213) 640-3083 or email to mmata@communitycollege.org.

29.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

30.0 TERMINATION FOR SUBCONTRACTOR'S DEFAULT

30.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II: Standard Terms and Agreement, Section 13.0,

Events of Default, may be subject to termination either immediately or within such longer time period as noticed by TCCF.

30.2 In the event TCCF terminates this Agreement in whole or in part as provided in this Agreement, TCCF may procure, upon such terms and in such manner, as TCCF may deem appropriate, services similar to those previously provided by SUBCONTRACTOR. Any excess cost, as determined by TCCF, arising from procurement of services under this Part II: Standard Terms and Conditions, Section 30.2 Termination for Subcontractor's Default over and above the Maximum Contract Sum, shall be charged against SUBCONTRACTOR and/or its sureties.

30.3 The remedies reserved to TCCF herein shall be cumulative and in addition to any other remedies provided in law or equity.

30.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that SUBCONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

EXHIBIT A: STATEMENT OF WORK

1.0 INTRODUCTION

1.1 The SUBCONTRACTOR shall implement Resource Family Approval (RFA) Training Program in accordance with plans outlined in this Agreement submitted to SUBCONTRACTOR by TCCF.

1.2 SUBCONTRACTOR agrees to present the RFA curriculum according to the formats provided by the Child Welfare Institute and according to the formats provided by TCCF.

1.3 SUBCONTRACTOR will provide TCCF with the contact information in writing of all staff working to deliver this program upon request of the Program Director and/or other designees. This may include administrators, and other staff personnel assigned to RFA.

1.4 The RFA training series consists of a twelve (12) hour Pre-Approval training, an eight (8) hour Pre-Placement training and an 8 hour First Aid & CPR.

2.0 DEFINITIONS

2.1 **Resource Parent** is defined as potential parents who are able to provide foster care and help birth families reunite, but if the child cannot safely return to his family, Resource Parents can provide a permanent adoptive home for a child.

2.2 **Concurrent planning** is defined as the development of two permanency goals at the same time: reunification of the family and permanency planning services. In concurrent planning, reunification services are provided to the birth family, but at the same time an alternative permanency plan of adoption is made for the child should reunification fail. Under concurrent planning, if it is assessed that the birth parent's progress on reunification does not appear promising, the alternative permanent plan of adoption is activated. This expedites permanency and results in fewer, more stable placements for children.

2.3 **Participants** are defined as potential Resource Parents, who have completed an informational orientation given by the County, and have enrolled in and have attended the first session of the RFA training series.

2.4 **Enrolled** students are potential Resource Parents who have contacted TCCF and enrolled in a RFA training series.

2.5 **Graduates** successfully complete an RFA series. Certificates of RFA Completion are issued only to those who successfully complete all sessions of the series.

3.0 ENROLLMENT

3.1 TCCF will enroll, for RFA training, only potential Resource Parents who have attended an informational orientation and can provide written verification of their attendance. SUBCONTRACTOR must obtain a copy for the CSW's file. TCCF will email the enrollment list to SUBCONTRACTOR no later than 5 business days prior to the class start date. SUBCONTRACTOR will conduct the reminder phone call to the enrollees no later than 2 days prior to the class start date. Within 24 hours of the class start date, SUBCONTRACTOR will submit in writing to TCCF the names of those who canceled.

3.2 Class size. Enrollment needs to be at a maximum of thirty (30) participants to allow for starting with a minimum of twenty (25) participants per session. Exceptions to the number of participants shall require approval. TCCF must also be notified the following day if the number of participants falls below or is above the required standard.

3.3 SUBCONTRACTOR must have ability/capacity to facilitate a "consumer friendly" environment as required by TCCF and DCFS. Seating arrangement made up of rectangular tables in a U-shape, proper ventilation/temperature, pleasant room colors, cleanliness, room for minimum of 25 and maximum of 30 participants, and space for food in the classroom. Refreshments/snacks (specifically, water, coffee, tea and juice) to be served at each RFA meeting. If the class is scheduled to meet during the day or evening on a weekday, a light meal is required at the 1st sessions only. If the class is scheduled to meet on a Friday or Saturday, a continental breakfast and light lunch is required at the 1st session only. Facility must have accessible restrooms. Free parking must be provided for the entirety of a series.

4.0 RFA TRAINING MATERIALS

4.1 TCCF shall provide all training materials and participant handouts for the RFA series.

5.0 RFA RECRUITMENT AND REFERRALS

5.1 As requested, SUBCONTRACTOR shall maximize enrollment size by participating in COUNTY recruitment efforts including providing copies and/or originals of all notices distributed, i.e., calendar information, web links, etc. and other outreach materials to:

The Community College Foundation
RFA Program/CO Mina Mata
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA90010

5.2 SUBCONTRACTOR shall provide outreach material for COUNTY recruitment events by providing brochures and fliers or other information regarding training schedules. SUBCONTRACTOR may participate at the request of TCCF in a minimum of four (4) recruitment events per year.

5.3 SUBCONTRACTOR can recruit potential Resource Parents independently of DCFS. A log in sheet must be submitted by the 5th day of the following months indicating recruitment. That individual must be referred to DCFS Recruitment Line at 1-888-811-1121 in order to be scheduled to attend an orientation. The orientation must be completed prior to enrolling in the series.

5.4 SUBCONTRACTOR shall maintain regular contact (i.e. telephone, mail, meetings, e-mail, etc.), with the Program Manager to discuss any issues pertaining to the program. Respond to phone calls/messages and emails from TCCF and DCFS within 48 hours unless on vacation or ill. Please use out of office response.

5.5 Any concerns or correspondence related to the performance of any member of the training team that is reported to the SUBCONTRACTOR or his/her designee, shall be reported to TCCF no later than the start of the trainer's next session.

6.0 RFA SUBCONTRACTOR DELIVERABLES

6.1 SUBCONTRACTOR shall complete required forms verifying deliverables with an original invoice to TCCF Manager or designee. Sample forms of the RFA deliverables will be provided through electronic mail, and include but are not limited to:

Original Deliverables due after end date:

- **Invoice**
- **Form 1 (Enrolled/Attended Form)**
- **Form 2 (Classroom Roles and Responsibilities)**
- **Form 3 (Pre-Meet Agenda)**
- **Form 4 (Phone Surveys for Enrolled-Not Attended)** *(TCCF completes)*
- **Form 5 (Evaluation)**
- **Form 6 (Tallies of Trainer Evaluations)**
- **Form 7 (Post-Meet Form)**
- **Form 8 (Prospective RP Evaluation Form)**
- **Phone Surveys for Attended-Not Completed** *(TCCF completes)*

7.0 TRAINING POOL SELLECTION CRITERIA

7.1 SUBCONTRACTOR shall select qualified trainers from TCCF's approved training pool. SUBCONTRACTOR will hire new trainers when possible.

7.2 SUBCONTRACTOR will promote, encourage, and support training development of the training pool. Such activities include but are not limited to: TCCF offered facilitator's development workshops and trainings.

7.3 Each RFA training series will be conducted by a team of two - consisting of a Resource Parent, and an Instructor with a BA or above in sociology, child development, psychology or related field per contract. SUBCONTRACTOR shall arrange and fund the Resource Parent and college level instructor.

7.4 TCCF reserves the right to request termination of a RFA trainer/facilitator if the COUNTY and/or TCCF determine the performance of the RFA trainer to be unacceptable.

8.0 RFA SERIES

8.1 SUBCONTRACTOR shall have the flexibility to schedule and conduct RFA training sessions at off-site facilities at the request of, or with the knowledge and written approval of TCCF Manager. For every 4 series, one must be completed off site. The location must have free parking. If there is a fee the SUBCONTRACTOR shall pay it. SUBCONTRACTOR must have access to open the site one hour prior to start time. Set up must be completed half an hour before start time.

8.2 SUBCONTRACTOR will complete each RFA training series within the recommended two (2) week time frame from the start of the first session of the training series. A recommended schedule would be twice a week for two (2) weeks or once a week on Fridays, Saturdays or Sundays. Any exceptions to the schedule must be pre-approved by TCCF Manager and DCFS.

8.3 SUBCONTRACTOR shall submit a training schedule calendar, which reflects the training dates, times and locations for the full fiscal year at the commencement of the contract term. Any changes must be in writing and e-mailed to TCCF. A reconciliation of series conducted and review of the remaining schedule shall take place after six months.

8.4 SUBCONTRACTOR shall coordinate the dates, times and locations with each RFA Training Team and TCCF. The training schedule calendar start dates, days of the week and times of day for each of the training sessions shall be staggered to prevent gaps or overlapping series.

9.0 PRE- AND POST MEETINGS

9.1 SUBCONTRACTOR's Training Team shall meet at least once or more for a preparation meeting no less than seven (7) days before the start of the RFA Session. This must be scheduled at least 2 weeks prior to start date of series. SUBCONTRACTOR Program Director should attend the preparation meeting as well. If SUBCONTRACTOR is unable to pre-meet seven (7) days prior to the start date, SUBCONTRACTOR must immediately notify TCCF.

9.2 The RFA Training Team shall meet within five (5) working days after the last class session for a post meeting. During this meeting, the Post Meeting Form will be filled out, evaluations will be reviewed, and discussions will take place regarding the strengths and challenges of the class and of the trainers.

10.0 LANGUAGE DIVERSITY FOR RFA TRAINING

10.1 TCCF is required to provide a minimum of twenty-five percent (25%) of the RFA training series in Spanish. SUBCONTRACTOR shall reflect the language of each RFA training series in the fiscal year schedule calendar. This requirement may only be waived with the written or verbal approval of TCCF's Program Manager or designee.

11.0 COURSE MEASURE OF EFFECTIVENESS

11.1 TCCF retains full authority to monitor performance under this agreement.

11.2 SUBCONTRACTOR shall administer evaluations, questionnaires or other surveys to RFA participants to measure course effectiveness and measure the increase in knowledge regarding the RFA curriculum.

11.3 TCCF shall collect the survey instruments from the RFA participants and submit them to the COUNTY Program Manager. The findings shall be shared with the SUBCONTRACTOR to make program improvements. Such improvements shall be within the scope of work.

11.4 TCCF Manager or designee may make unannounced site visits to determine adherence to the RFA curriculum and appropriateness of trainers, query participants by mail or telephone for progress reports, or request written reports on specific RFA issues at least once per series.

11.5 Random site visits may be conducted by the COUNTY Program Manager or designee at any time. Time and site are determined at the discretion of COUNTY Program Manager.

EXHIBIT B: ATTACHMENTS

Attachment A	**Equal Employment Opportunity (EEO) Certification**
Attachment B	**Contractor's (Subcontractor's) Employee Acknowledgement & Confidentiality Agreement**

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT B

Contractor's (Subcontractor's) Employee Acknowledgement & Confidentiality Agreement

GENERAL

This acknowledgment is to emphasize that it is necessary to protect the confidentiality of information obtained at the Department of Children and Family Services (DCFS). I understand that THE COMMUNITY COLLEGE FOUNDATION (FOUNDATION) has entered into a contract with the County of Los Angeles (COUNTY) to provide various services to the COUNTY. As an employee of _____, (college name) a contractor of FOUNDATION, I must sign this Confidentiality Agreement as a condition of my work to be provided by FOUNDATION for the COUNTY.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ (college name) is my employer for the purpose of this agreement. I rely upon _____ (college name) for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I understand and agree that I am not an employee of FOUNDATION or the COUNTY of Los Angeles for any purposes and that I do not have any and will not acquire any rights or benefits from FOUNDATION or the COUNTY of Los Angeles pursuant to any agreement between my employer, FOUNDATION and the COUNTY of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____ (college name) involved with work pertaining to COUNTY services, I may have access to confidential data pertaining to clients of the DCFS. All clients of DCFS are assured that information they give is confidential. Names, addresses, and all other information concerning the circumstances of any individual for whom or about whom information is obtained, are confidential. This is true of all information, whether written or oral. I understand that I may not discuss any situation(s) that could possibly identify an individual, nor shall names, addresses, or any other identifying information of applicants, clients, foster parents, or birth parents ever be discussed. I will not read narratives, letters, documents, or other information except as necessary in performance of my duties. In the event that I find that I am assigned to work with a family or client known to me, it is my responsibility to ask that the particular case or client be reassigned. I hereby agree that I will not divulge to any unauthorized person any information obtained while performing work pursuant to the contract between FOUNDATION and the COUNTY. I agree to refer all requests for the release of information received by me to my immediate supervisor. I agree to report any and all violations to the above by any other person and/or myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violations to the COUNTY DCFS. I agree to return all materials to my immediate supervisor upon termination of my employment with _____ (college name). I acknowledge that violation of this Agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Name: _____ Date:_____
(Signature)

Name: _____ Job Title: _____
(Printed)

EXHIBIT C: INSURANCE DOCUMENTS

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 42

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

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of January 2017

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of January 2017.

FISCAL IMPACT
Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of January 2017 is provided for review and approval. 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)
January 2017 – Contracts Under $25,000

Consideration of Approval of New/Amended Contracts Under $25,000
for the Month of January 2017

NEW CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
16C0117	St. Joseph Hospital of Orange	Contractor to provide clinical/practicum experiences for students enrolled in the PTA program	01/28/2017	01/27/2020	No Cost	Health Occupations
16C0118	Dr. Roy Scranton	To present a two-day workshop and presentation on Global Warning to students and staff	03/20/2017	03/21/2017	$ 2,120.00	Philosophy Dept
16C0119	Dr. Linda M. Perkins	Contractor to serve as the keynote speaker at the Women's History Month 30th Anniversary event	03/30/2017	03/30/2017	$ 600.00	Philosophy Dept
16C0120*	Venea Meyer-Everhart					
16C0121*	Randal Morales					
16C0122*	Victor Arreola					
16C0123	Los Angeles Universal Preschool	Cerritos College staff to receive coaching, professional, development and technical assistance as determined by LAUP to improve quality ratings as measured by the Quality Continum Framework, as well as, $6500 for Professional Development and Site Improvements through the Infant/Toddler (I/T) Quality Improvement Block Grant	01/16/2017	06/30/2017	Income	Child Development Center
16C0124	Kelly Cooper	Contractor to provide a workshop on "PowToon and Videos" during the Career Technical Education/Perkins TOP Committee meeting.	02/21/2017	02/21/2017	$ 1,700.00	Perkins
16C0125	Cerritos College Foundation	Contractor to provide a series of MS-Excel Trainings for Staff Development for Cerritos College staff.	02/10/2017	03/10/2017	$ 2,400.00	Human Resources
16C0126	AIDS Healthcare Foundation	Contractor to provide mobile truck unit to administer HIV testing and education to ensure early detection of HIV infection.	02/08/2017	02/08/2017	No Cost	Student Health Center
16C0127*	Community College Foundation					
16C0128	Richeeze Food Truck	Contractor to provide food for the FAR Bazaar event.	01/28/2017	01/29/2017	No Cost	Fine Arts
16C0129	Pinch of Flavor Food Truck	Contractor to provide food for the FAR Bazaar event.	01/28/2017	01/29/2017	No Cost	Fine Arts
16C0130	The Greasy Weiner Food Truck	Contractor to provide food for the FAR Bazaar event.	01/28/2017	01/29/2017	No Cost	Fine Arts
16C0131	Tomaski Sausage	Contractor to provide food for the FAR Bazaar event.	01/28/2017	01/28/2017	No Cost	Fine Arts
16C0132	Slanging Corea	Contractor to provide food for the FAR Bazaar event.	01/28/2017	01/29/2017	No Cost	Fine Arts
16C0133	Dr. Kristen Breit	Contractor to provide a presentation during Women's History Month	02/28/2017	02/28/2017	$ 300.00	Student Activities
16C0134	Frank Lowe, MD, Inc.	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	01/24/2017	01/23/2022	No Cost	Health Occupations
16C0135	Anaheim Regional Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Nursing program	03/01/2017	02/28/2019	No Cost	Health Occupations
					$ 7,120.00	

AMENDED CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
12C0050	Cedars-Sinai Medical Center	Amendment No. 4 issued to extend the contract end date to March 31, 2018.	04/01/2017	03/31/2018	No Cost	Health Occupations
					No Cost	

* 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: **March 1, 2017**
Agenda Item No. 43

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

SUBJECT: Consideration of Approval of Purchase Orders for the Month of January 2017

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of January 2017.

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 January 2017 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)
January 2017 – Purchase Order Report

Board List Purchase Order Report

CERRITOS COLLEGE

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017
Purchase Orders/Buyouts in Excess of $1.00 To Be Ratified

WEEKLY

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/11/17	0000063668	A		01/11/2017	PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	65.78	
						01/11/2017	**0000063668**	**PROJECT LEAD THE WAY**								**65.78**
01/03/17	0000063687	C		01/23/2017	AMAZON	COMMUNICATION SUPP/EQUIP	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	79.39	
						01/03/2017	**0000063687**	**AMAZON**								**79.39**
01/03/17	0000063688	A		01/04/2017	STAPLES ADVANTAGE	FILING SUPP/EQUIP	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	25.38	
						OFFICE SUPPLIES		01.3	00000.0	00000	79000	4550	6420000	16-17	56.96	
						01/03/2017	**0000063688**	**STAPLES ADVANTAGE**								**82.34**
01/03/17	0000063689	C		01/03/2017	DEPARTMENT OF MOTOR VEHICLES	FEES, LICENSE	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	51.00	
						01/03/2017	**0000063689**	**DEPARTMENT OF MOTOR VEHICLES**								**51.00**
01/03/17	0000063690	C		01/03/2017	CCCMHWA	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	16-17	100.00	
						01/03/2017	**0000063690**	**CCCMHWA**								**100.00**
01/03/17	0000063691	A		01/04/2017	ARROW WIRE & CABLE	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	2,185.88	
						01/03/2017	**0000063691**	**ARROW WIRE & CABLE**								**2,185.88**
01/03/17	0000063692	C		01/03/2017	SOTO, ARMANDO	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	4550	6300000	16-17	82.95	
						01/03/2017	**0000063692**	**SOTO, ARMANDO**								**82.95**
01/03/17	0000063693	C		01/03/2017	BIOMETRICS4ALL, INC.	MAINTENANCE AGREEMENTS	Campus Police	39.5	00000.0	00000	79800	5860	6795000	16-17	960.00	
						01/03/2017	**0000063693**	**BIOMETRICS4ALL, INC.**								**960.00**
01/03/17	0000063694	C		01/03/2017	MISSION CRITICAL INFORMATION	RADIOS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	100.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/03/2017	**0000063694**	**MISSION CRITICAL INFORMATION SYSTEMS**								**100.00**
01/04/17	0000063695	C		01/04/2017	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	6450	6920000	16-17	601.39	
								01.3	00000.0	00000	70780	6450	6920000	16-17	601.39	
						01/04/2017	**0000063695**	**GOLDEN STAR TECHNOLOGY INC.**								**1,202.78**
01/04/17	0000063696	C		01/26/2017	BANK OF AMERICA	BOOKS	Warehouse	01.0	00000.0	00000	04300	4200	6723000	16-17	396.55	
						MISCELLANEOUS		01.0	00000.0	00000	04300	4200	6723000	16-17	34.70	
						01/04/2017	**0000063696**	**BANK OF AMERICA**								**431.25**
01/04/17	0000063697	C		01/04/2017	MMZ PRINTING AND GRAPHICS	PRINTING SERVICES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	579.31	
						01/04/2017	**0000063697**	**MMZ PRINTING AND GRAPHICS**								**579.31**
01/04/17	0000063698	A		01/04/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	596.94	
						01/04/2017	**0000063698**	**GOLDEN STAR TECHNOLOGY INC.**								**596.94**
01/04/17	0000063699	C		01/05/2017	TURCIOS, BETTO SALCIDO	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	179.99	
						01/04/2017	**0000063699**	**TURCIOS, BETTO SALCIDO**								**179.99**
01/04/17	0000063700	C		01/23/2017	AMAZON	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	16-17	1,387.14	
						01/04/2017	**0000063700**	**AMAZON**								**1,387.14**
01/04/17	0000063701	C		01/04/2017	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	275.14	
						01/04/2017	**0000063701**	**DIVERSIFIED BUSINESS SERVICES**								**275.14**
01/04/17	0000063702	C		01/05/2017	NCS PEARSON INC	LICENSE/FEES	Matriculation-Stdnt Assessment	01.0	00000.0	00000	03410	4550	6320000	16-17	99.00	
						01/04/2017	**0000063702**	**NCS PEARSON INC**								**99.00**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/04/17	0000063703	C		01/23/2017	AMAZON	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	16-17	172.81	
						01/04/2017	**0000063703**	**AMAZON**								**172.81**
01/04/17	0000063704	A		01/06/2017	SCHOOL DATEBOOKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	5,581.33	
						01/04/2017	**0000063704**	**SCHOOL DATEBOOKS**								**5,581.33**
01/04/17	0000063705	C		01/23/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	43.49	
						01/04/2017	**0000063705**	**AMAZON**								**43.49**
01/04/17	0000063706	C		01/05/2017	HUTCHINS, CYNTHIA	BOOKS	Human Resources	01.0	00000.0	09000	05100	7530	6730000	16-17	861.59	
						01/04/2017	**0000063706**	**HUTCHINS, CYNTHIA**								**861.59**
01/04/17	0000063707	A		01/04/2017	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	953.50	
						01/04/2017	**0000063707**	**DIVERSIFIED BUSINESS SERVICES**								**953.50**
01/04/17	0000063708	C		01/05/2017	HUTCHINS, LISA	BOOKS	Human Resources	01.0	00000.0	09000	05100	7530	6730000	16-17	846.66	
						01/04/2017	**0000063708**	**HUTCHINS, LISA**								**846.66**
01/06/17	0000063709	C		01/06/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	16-17	187.56	
						01/06/2017	**0000063709**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**187.56**
01/06/17	0000063710	A		01/06/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	288.33	
						01/06/2017	**0000063710**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**288.33**
01/06/17	0000063711	C		01/06/2017	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Student Activities	01.0	00000.0	00000	03300	4550	6451000	16-17	31.54	
						01/06/2017	**0000063711**	**TCB PRINTING**								**31.54**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/06/17	0000063712	C		01/06/2017	PARKER BOILER CO.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,901.30	
						01/06/2017	**0000063712**	**PARKER BOILER CO.**								**1,901.30**
01/06/17	0000063713	C		01/06/2017	GRAFIX SYSTEMS	SIGNS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	38.15	
						01/06/2017	**0000063713**	**GRAFIX SYSTEMS**								**38.15**
01/06/17	0000063714	C		01/06/2017	B C DRAIN	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	135.00	
						01/06/2017	**0000063714**	**B C DRAIN**								**135.00**
01/06/17	0000063715	A		01/06/2017	BAYSHORE BUILDING	REPAIRS - OTHER	Physical Property-Related	42.1	00000.0	00000	65025	6120	7100000	16-17	5,490.00	
						01/06/2017	**0000063715**	**BAYSHORE BUILDING INTERIORS, INC.**								**5,490.00**
01/06/17	0000063716	A		01/06/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	4,320.00	
						01/06/2017	**0000063716**	**INTEGRATED INTERIORS, INC.**								**4,320.00**
01/06/17	0000063717	C		01/06/2017	NEWSBANK	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	8,200.00	
						01/06/2017	**0000063717**	**NEWSBANK**								**8,200.00**
01/06/17	0000063718	A		01/06/2017	AMERICAN THERMOFORM	PAPER PRODUCTS AND PAPERBOARD	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	156.53	
						01/06/2017	**0000063718**	**AMERICAN THERMOFORM**								**156.53**
01/06/17	0000063719	C		01/06/2017	PEARSON HIGER EDUCATION	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4100	6190000	16-17	20,771.25	
						01/06/2017	**0000063719**	**PEARSON HIGER EDUCATION**								**20,771.25**
01/06/17	0000063720	A		01/06/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	6,523.05	
						01/06/2017	**0000063720**	**GOLDEN STAR TECHNOLOGY INC.**								**6,523.05**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
01/06/17	0000063721	C		01/06/2017	COMMUNITY COLLEGE PUBLIC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	40.00	
						01/06/2017	**0000063721**	**COMMUNITY COLLEGE PUBLIC RELATIONS ORGAN**								**40.00**
01/07/17	0000063722	C		01/07/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,271.15	
						01/07/2017	**0000063722**	**US BANK EQUIPMENT FINANCE**								**8,271.15**
01/07/17	0000063723	C		01/07/2017	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	4,171.64	
						01/07/2017	**0000063723**	**IMAGE 2000, INC.**								**4,171.64**
01/07/17	0000063724	C		01/07/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	135.40	
						01/07/2017	**0000063724**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**135.40**
01/07/17	0000063725	A		01/09/2017	CALWORKS ASSOCIATION	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	16-17	5,000.00	
						01/07/2017	**0000063725**	**CALWORKS ASSOCIATION**								**5,000.00**
01/09/17	0000063726	A		01/10/2017	REDLEAF PRESS	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	318.38	
								01.3	00000.0	04500	70200	6450	1200000	16-17	728.63	
						01/09/2017	**0000063726**	**REDLEAF PRESS**								**1,047.01**
01/09/17	0000063727	A		01/10/2017	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	1,595.96	
						01/09/2017	**0000063727**	**DICK BLICK COMPANY**								**1,595.96**
01/09/17	0000063728	A		01/09/2017	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	415.48	
						01/09/2017	**0000063728**	**STAPLES ADVANTAGE**								**415.48**
01/09/17	0000063729	P		01/11/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	168.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/09/2017	**0000063729**	**BANK OF AMERICA**								**168.00**
01/09/17	0000063730	A		01/10/2017	CM SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	304.28	
						01/09/2017	**0000063730**	**CM SCHOOL SUPPLY**								**304.28**
01/09/17	0000063731	A		01/10/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	211.58	
						01/09/2017	**0000063731**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**211.58**
01/09/17	0000063732	A		01/10/2017	COLE PARMER	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	262.09	
						01/09/2017	**0000063732**	**COLE PARMER**								**262.09**
01/09/17	0000063733	C		01/10/2017	MMZ PRINTING AND GRAPHICS	PRINTING SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	833.03	
						01/09/2017	**0000063733**	**MMZ PRINTING AND GRAPHICS**								**833.03**
01/09/17	0000063734	C		01/13/2017	LOS ANGELES BUSINESS JOURNAL	MAGAZINES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	129.95	
						01/09/2017	**0000063734**	**LOS ANGELES BUSINESS JOURNAL**								**129.95**
01/09/17	0000063735	P		01/11/2017	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	92.98	
						INSTRUCTIONAL SUPPLIES		01.3	00000.0	03000	70200	4320	0900000	16-17	780.37	
						01/09/2017	**0000063735**	**AMAZON**								**873.35**
01/09/17	0000063736	A		01/10/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	716.13	
						01/09/2017	**0000063736**	**CDW-GOVERNMENT INC**								**716.13**
01/09/17	0000063737	A		01/10/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	779.55	
						01/09/2017	**0000063737**	**GOLDEN STAR TECHNOLOGY INC.**								**779.55**

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01/09/17	0000063738	C		01/09/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	25.10	
						01/09/2017	**0000063738**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**25.10**
01/09/17	0000063739	A		01/10/2017	VWR SCIENTIFIC	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,182.46	
						01/09/2017	**0000063739**	**VWR SCIENTIFIC**								**1,182.46**
01/09/17	0000063740	A		01/12/2017	HUNGER ACTION LOS ANGELES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	611.72	
						01/09/2017	**0000063740**	**HUNGER ACTION LOS ANGELES**								**611.72**
01/09/17	0000063741	C		01/09/2017	US BANK	BANKS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	250.00	
						01/09/2017	**0000063741**	**US BANK**								**250.00**
01/09/17	0000063742	A		01/09/2017	MEYER CONSTRUCTION	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	5,995.00	
						01/09/2017	**0000063742**	**MEYER CONSTRUCTION SERVICES INC.**								**5,995.00**
01/09/17	0000063743	A		01/09/2017	KTS NETWORK SOLUTIONS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6120	7100000	16-17	270.00	
						MISCELLANEOUS		42.1	00000.0	00000	65050	6120	7100000	16-17	31.00	
						01/09/2017	**0000063743**	**KTS NETWORK SOLUTIONS**								**301.00**
01/09/17	0000063744	A		01/09/2017	INTERIOR OFFICE SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	1,233.00	
						01/09/2017	**0000063744**	**INTERIOR OFFICE SOLUTIONS**								**1,233.00**
01/09/17	0000063745	C		01/09/2017	LAKEWOOD CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	575.00	
						01/09/2017	**0000063745**	**LAKEWOOD CHAMBER OF COMMERCE**								**575.00**
01/09/17	0000063746	C		01/09/2017	AMERICAN ASSOCIATION OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	7,341.00	

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						01/09/2017	**0000063746**	**AMERICAN ASSOCIATION OF COMMUNITY COLLEG**								**7,341.00**
01/09/17	0000063747	C		01/09/2017	AMERICAN WELDING SOCIETY	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	261.00	
						01/09/2017	**0000063747**	**AMERICAN WELDING SOCIETY**								**261.00**
01/09/17	0000063748	C		01/09/2017	HAL'S GLASS CORPORATION	GLASS AND GLASS PRODUCTS	General Administration	01.0	00000.0	00000	01200	5640	6006000	16-17	360.00	
						01/09/2017	**0000063748**	**HAL'S GLASS CORPORATION**								**360.00**
01/09/17	0000063749	C		01/12/2017	NAPA COUNTY OFFICE OF	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	275.00	
						01/09/2017	**0000063749**	**NAPA COUNTY OFFICE OF EDUCATION**								**275.00**
01/09/17	0000063750	C		01/12/2017	OMNI SAN DIEGO HOTEL	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	672.84	
						01/09/2017	**0000063750**	**OMNI SAN DIEGO HOTEL**								**672.84**
01/10/17	0000063751	P		01/11/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	223.98	
						01/10/2017	**0000063751**	**BANK OF AMERICA**								**223.98**
01/10/17	0000063752	C		01/26/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	294.85	
						01/10/2017	**0000063752**	**BANK OF AMERICA**								**294.85**
01/10/17	0000063753	C		01/25/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	834.90	
						MISCELLANEOUS		39.5	00000.0	00000	79800	4550	6950000	16-17	7.71	
						01/10/2017	**0000063753**	**BANK OF AMERICA**								**842.61**
01/10/17	0000063754	C		01/10/2017	HEALTHFIRST - SOUTH MEDICAL	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	171.09	
						01/10/2017	**0000063754**	**HEALTHFIRST - SOUTH MEDICAL GROUP**								**171.09**

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01/10/17	0000063755	A		01/11/2017	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Stdnt Assessment	01.3	00000.0	00000	71110	4550	6320000	16-17	478.80	
						01/10/2017	**0000063755**	**STAPLES ADVANTAGE**								**478.80**
01/11/17	0000063756	C		01/25/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	32.08	
						MISCELLANEOUS		01.0	00000.0	00000	04300	4510	6723000	16-17	27.34	
						01/11/2017	**0000063756**	**BANK OF AMERICA**								**59.42**
01/11/17	0000063757	A	1	01/31/2017	NORTH SCULPTURE COMPANY	BOARDS/BULLETIN/CHALK/DISPLAY	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	1,626.91	
						01/11/2017	**0000063757**	**NORTH SCULPTURE COMPANY**								**1,626.91**
01/11/17	0000063758	A		01/11/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	3,533.16	
						01/11/2017	**0000063758**	**PACIFIC COAST CABLING, INC.**								**3,533.16**
01/11/17	0000063759	P		01/11/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	94.00	
						01/11/2017	**0000063759**	**AMAZON**								**94.00**
01/11/17	0000063760	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	125.28	
						01/11/2017	**0000063760**	**GOLDEN STAR TECHNOLOGY INC.**								**125.28**
01/11/17	0000063761	P		01/11/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	23.95	
						01/11/2017	**0000063761**	**BANK OF AMERICA**								**23.95**
01/11/17	0000063762	A		01/17/2017	APPLE INC	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	603.02	
						01/11/2017	**0000063762**	**APPLE INC**								**603.02**
01/11/17	0000063763	C		01/11/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	31.54	

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01/11/17	0000063763	C		01/11/2017	TCB PRINTING	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	16-17	31.54	
						01/11/2017	**0000063763**	**TCB PRINTING**								**63.08**
01/12/17	0000063764	C		01/12/2017	VORTEX TOOL COMPANY INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	1,540.13	
								01.0	00000.0	00000	02600	6450	0986000	16-17	663.45	
						01/12/2017	**0000063764**	**VORTEX TOOL COMPANY INC**								**2,203.58**
01/12/17	0000063765	A		01/12/2017	STAPLES ADVANTAGE	OFFICE SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	1,396.47	
						01/12/2017	**0000063765**	**STAPLES ADVANTAGE**								**1,396.47**
01/12/17	0000063766	C		01/12/2017	VOCATIONAL BIOGRAPHIES INC.	LICENSE/FEES	Matriculation-Stdnt Assessment	01.0	00000.0	00100	03410	4325	6320000	16-17	325.00	
						01/12/2017	**0000063766**	**VOCATIONAL BIOGRAPHIES INC.**								**325.00**
01/12/17	0000063767	C		01/12/2017	RADIATION DETECTION CO.	MISCELLANEOUS	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	197.11	
						01/12/2017	**0000063767**	**RADIATION DETECTION CO.**								**197.11**
01/12/17	0000063768	A		01/12/2017	IMAGE 2000, INC.	BOOKS/SUPPLIES	Library	01.0	00000.0	00300	02220	4550	6120000	16-17	1,683.45	
						01/12/2017	**0000063768**	**IMAGE 2000, INC.**								**1,683.45**
01/12/17	0000063769	A		01/12/2017	PATTERSON DENTAL COMPANY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	16-17	1,429.51	
						01/12/2017	**0000063769**	**PATTERSON DENTAL COMPANY**								**1,429.51**
01/12/17	0000063770	A		01/12/2017	PATTERSON DENTAL COMPANY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	1,622.82	
						01/12/2017	**0000063770**	**PATTERSON DENTAL COMPANY**								**1,622.82**
01/12/17	0000063771	A		01/12/2017	PIVOT INTERIORS, INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6130	7100000	16-17	6,148.12	

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						01/12/2017	**0000063771**	**PIVOT INTERIORS, INC**								**6,148.12**
01/12/17	0000063772	P		01/12/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	29.97	
						01/12/2017	**0000063772**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**29.97**
01/12/17	0000063773	A		01/18/2017	CUBICLE CURTAIN FACTORY, INC.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	1,005.61	
						01/12/2017	**0000063773**	**CUBICLE CURTAIN FACTORY, INC.**								**1,005.61**
01/12/17	0000063774	P		01/12/2017	NEED TO ADD VENDOR	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	450.00	
						01/12/2017	**0000063774**	**NEED TO ADD VENDOR**								**450.00**
01/12/17	0000063775	A		01/14/2017	HARBOR FREIGHT TOOL	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	1,771.67	
						01/12/2017	**0000063775**	**HARBOR FREIGHT TOOL**								**1,771.67**
01/12/17	0000063776	C		01/13/2017	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	350.00	
						01/12/2017	**0000063776**	**HILL, SHELIA**								**350.00**
01/12/17	0000063777	C		01/13/2017	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	4550	6300000	16-17	60.00	
						01/12/2017	**0000063777**	**FISHER, CHELENA**								**60.00**
01/12/17	0000063778	C		01/13/2017	FHEG CERRITOS COLLEGE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	16-17	1,642.15	
						01/12/2017	**0000063778**	**FHEG CERRITOS COLLEGE**								**1,642.15**
01/12/17	0000063779	A		01/12/2017	JD FIELDS LUMBER	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	2,172.76	
						01/12/2017	**0000063779**	**JD FIELDS LUMBER**								**2,172.76**
01/12/17	0000063780	P		01/12/2017	AMAZON	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	74.25	

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						01/12/2017	**0000063780**	**AMAZON**								**74.25**
01/12/17	0000063781	A		01/13/2017	CRESTLINE CO.	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	1,152.31	
						01/12/2017	**0000063781**	**CRESTLINE CO.**								**1,152.31**
01/12/17	0000063782	X	1	01/20/2017	NETWORK SOLUTIONS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	5190	6190000	16-17	554.85	
						01/12/2017	**0000063782**	**NETWORK SOLUTIONS**								**554.85**
01/13/17	0000063783	P		01/13/2017	OBASOHAN, VICTOR	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	15.99	
						01/13/2017	**0000063783**	**OBASOHAN, VICTOR**								**15.99**
01/13/17	0000063784	C		01/13/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	16-17	31.54	
						01/13/2017	**0000063784**	**TCB PRINTING**								**31.54**
01/13/17	0000063785	C		01/13/2017	MCMASTER CARR SUPPLY CO.	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	856.47	
						01/13/2017	**0000063785**	**MCMASTER CARR SUPPLY CO.**								**856.47**
01/13/17	0000063786	A		01/13/2017	ULINE	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	1,537.75	
								01.0	00000.0	00000	02600	6450	0980000	16-17	2,151.08	
						01/13/2017	**0000063786**	**ULINE**								**3,688.83**
01/14/17	0000063787	C		01/14/2017	SCHOLASTIC BOOKS FAIR	BOOKS	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	710.02	
						01/14/2017	**0000063787**	**SCHOLASTIC BOOKS FAIR**								**710.02**
01/17/17	0000063788	P		01/17/2017	NEED TO ADD VENDOR	NON-INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	51.98	
						01/17/2017	**0000063788**	**NEED TO ADD VENDOR**								**51.98**

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01/17/17	0000063789	P		01/17/2017	AMAZON	BOOKS	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	115.26	
						01/17/2017	**0000063789**	**AMAZON**								**115.26**
01/17/17	0000063790	C		01/17/2017	CISOA CONFERENCE REGISTRATION	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	16-17	375.00	
						01/17/2017	**0000063790**	**CISOA CONFERENCE REGISTRATION**								**375.00**
01/17/17	0000063791	P		01/18/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	825.56	
						01/17/2017	**0000063791**	**AMAZON**								**825.56**
01/18/17	0000063792	C		01/18/2017	ARCTIC GLACIER	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	5810	6920000	16-17	1,893.34	
								01.3	00000.0	00000	70780	5810	6920000	16-17	1,893.34	
						01/18/2017	**0000063792**	**ARCTIC GLACIER**								**3,786.68**
01/18/17	0000063793	C		01/18/2017	POWER PRO PLUMBING	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	2,600.00	
						01/18/2017	**0000063793**	**POWER PRO PLUMBING**								**2,600.00**
01/18/17	0000063794	C		01/18/2017	SOROPTIMIST INTERNATIONAL	MISCELLANEOUS	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	140.00	
						01/18/2017	**0000063794**	**SOROPTIMIST INTERNATIONAL**								**140.00**
01/18/17	0000063795	C		01/19/2017	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	1,350.00	
						01/18/2017	**0000063795**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**1,350.00**
01/18/17	0000063796	P		01/18/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	188.40	
						01/18/2017	**0000063796**	**NEED TO ADD VENDOR**								**188.40**
01/19/17	0000063797	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	5,038.68	
								39.1	00000.0	00000	79880	6450	4900000	16-17	2,765.03	

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						01/19/2017	**0000063797**	**GOLDEN STAR TECHNOLOGY INC.**								**7,803.71**
01/19/17	0000063798	A		01/19/2017	COMPUTERLAND - SILICON VALLEY	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,296.00	
						01/19/2017	**0000063798**	**COMPUTERLAND - SILICON VALLEY**								**1,296.00**
01/19/17	0000063799	A		01/19/2017	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	31.54	
						01/19/2017	**0000063799**	**TCB PRINTING**								**31.54**
01/19/17	0000063800	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	1,004.63	
						01/19/2017	**0000063800**	**GOLDEN STAR TECHNOLOGY INC.**								**1,004.63**
01/19/17	0000063801	C		01/19/2017	DE MEO BROTHERS, INC	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	776.33	
						01/19/2017	**0000063801**	**DE MEO BROTHERS, INC**								**776.33**
01/19/17	0000063802	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	33,707.41	
						01/19/2017	**0000063802**	**GOLDEN STAR TECHNOLOGY INC.**								**33,707.41**
01/19/17	0000063803	C		01/19/2017	JAZZ Z BEAUTY PRODUCTS	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	16-17	650.60	
						01/19/2017	**0000063803**	**JAZZ Z BEAUTY PRODUCTS**								**650.60**
01/19/17	0000063804	P		01/19/2017	AMAZON	COMPUTER SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	16.98	
						01/19/2017	**0000063804**	**AMAZON**								**16.98**
01/19/17	0000063805	A		01/19/2017	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	551.41	
						01/19/2017	**0000063805**	**DICK BLICK COMPANY**								**551.41**
01/19/17	0000063806	C		01/19/2017	ELECTROMECHANICAL SERVICES	REPAIRS - OTHER	Photography	01.0	00000.0	00000	02520	5630	1063000	16-17	3,000.00	

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						01/19/2017	**0000063806**	**ELECTROMECHANICAL SERVICES**								**3,000.00**
01/19/17	0000063807	A		01/19/2017	FREESTYLE PHOTOGRAPHIC	INSTRUCTIONAL SUPPLIES	Photography	01.0	00000.0	00000	02520	4320	1063000	16-17	489.20	
						01/19/2017	**0000063807**	**FREESTYLE PHOTOGRAPHIC SUPPLY**								**489.20**
01/19/17	0000063808	P		01/19/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Sculpture	01.0	00000.0	00100	02520	4325	1002200	16-17	1,254.90	
						01/19/2017	**0000063808**	**BANK OF AMERICA**								**1,254.90**
01/19/17	0000063809	A		01/19/2017	AUTOMATION DIRECT	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	104.41	
						01/19/2017	**0000063809**	**AUTOMATION DIRECT**								**104.41**
01/19/17	0000063810	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	33,707.41	
						01/19/2017	**0000063810**	**GOLDEN STAR TECHNOLOGY INC.**								**33,707.41**
01/19/17	0000063811	A		01/19/2017	STAPLES ADVANTAGE	OFFICE FURNITURE/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	40.81	
						01/19/2017	**0000063811**	**STAPLES ADVANTAGE**								**40.81**
01/19/17	0000063812	C		01/19/2017	CAL FIELD IRON WORKERS	BOOKS	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	4100	0909000	16-17	10,900.00	
						FACILITIES LEASE		01.3	00000.0	00000	72340	5610	0909000	16-17	40,000.00	
						01/19/2017	**0000063812**	**CAL FIELD IRON WORKERS APPRENT. TRAIN. &**								**50,900.00**
01/19/17	0000063813	C		01/19/2017	RAN GRAPHICS	PRINTING SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	78.08	
						01/19/2017	**0000063813**	**RAN GRAPHICS**								**78.08**
01/19/17	0000063814	P		01/19/2017	AMAZON	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	164.70	
						01/19/2017	**0000063814**	**AMAZON**								**164.70**

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01/19/17	0000063815	A		01/19/2017	NEXTWAREHOUSE INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	1,370.12	
						01/19/2017	**0000063815**	**NEXTWAREHOUSE INC.**								**1,370.12**
01/19/17	0000063816	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	2,862.87	
						01/19/2017	**0000063816**	**GOLDEN STAR TECHNOLOGY INC.**								**2,862.87**
01/19/17	0000063817	A	1	01/20/2017	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	157.45	
						01/19/2017	**0000063817**	**CYNMAR CORPORATION**								**157.45**
01/19/17	0000063818	A		01/19/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	9,385.63	
						01/19/2017	**0000063818**	**GOLDEN STAR TECHNOLOGY INC.**								**9,385.63**
01/19/17	0000063819	A		01/19/2017	RAN GRAPHICS	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	16-17	939.38	
						01/19/2017	**0000063819**	**RAN GRAPHICS**								**939.38**
01/19/17	0000063820	C		01/19/2017	RAN GRAPHICS	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	16-17	210.75	
						01/19/2017	**0000063820**	**RAN GRAPHICS**								**210.75**
01/19/17	0000063821	C		01/19/2017	HYATT REGENCY	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	16-17	487.50	
						01/19/2017	**0000063821**	**HYATT REGENCY**								**487.50**
01/19/17	0000063822	C		01/19/2017	CPA	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	16-17	334.12	
						01/19/2017	**0000063822**	**CPA**								**334.12**
01/19/17	0000063823	C		01/19/2017	HYATT REGENCY	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	16-17	313.84	
						01/19/2017	**0000063823**	**HYATT REGENCY**								**313.84**

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01/19/17	0000063824	A		01/19/2017	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Purchasing	01.0	00000.0	00000	04300	4550	6722000	16-17	124.26	
						01/19/2017	**0000063824**	**STAPLES ADVANTAGE**								**124.26**
01/20/17	0000063825	A		01/21/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	16-17	346.91	
						01/20/2017	**0000063825**	**GOLDEN STAR TECHNOLOGY INC.**								**346.91**
01/20/17	0000063826	A		01/21/2017	APPLE INC	COMPUTER SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	4320	1201000	16-17	599.91	
						01/20/2017	**0000063826**	**APPLE INC**								**599.91**
01/20/17	0000063827	A		01/21/2017	SPINITAR	AUDIOVISUAL SUPP/EQUIP	Health Professions	01.3	00000.0	00000	71600	6410	1201000	16-17	33,651.52	
						CONTRACTED SERVICES		01.3	00000.0	00000	71600	6410	1201000	16-17	19,227.68	
						INSTALLATIONS		01.3	00000.0	00000	71600	6410	1201000	16-17	2,816.11	
						01/20/2017	**0000063827**	**SPINITAR**								**55,695.31**
01/20/17	0000063828	A		01/21/2017	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	16-17	153.50	
						01/20/2017	**0000063828**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**153.50**
01/20/17	0000063829	A		01/21/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.1	00000.0	00000	65004	4550	7100000	16-17	313.99	
						01/20/2017	**0000063829**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**313.99**
01/20/17	0000063830	C		01/21/2017	DIVISION OF THE STATE ARCHITECTS	FEES, LICENSE	Physical Property-Related	42.0	00000.0	00000	64090	6120	7100000	16-17	1,725.03	
						01/20/2017	**0000063830**	**DIVISION OF THE STATE ARCHITECTS**								**1,725.03**
01/20/17	0000063831	C		01/20/2017	NACCTEP	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	2,535.96	
								01.3	00000.0	04900	70200	5210	6190000	16-17	633.99	

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						01/20/2017	**0000063831**		**NACCTEP**							**3,169.95**
01/20/17	0000063832	P		01/20/2017	BANK OF AMERICA	ADVERTISING	Other Ancillary Services	69.5	00000.0	00000	06900	5830	6999000	16-17	1,981.23	
						01/20/2017	**0000063832**		**BANK OF AMERICA**							**1,981.23**
01/20/17	0000063833	A		01/20/2017	KEENAN & ASSOCIATES	INSURANCE	Other Ancillary Services	69.5	00000.0	00000	06900	5410	6999000	16-17	209.00	
						01/20/2017	**0000063833**		**KEENAN & ASSOCIATES**							**209.00**
01/21/17	0000063834	P		01/21/2017	BANK OF AMERICA	SIGNS	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	16-17	3,029.40	
						01/21/2017	**0000063834**		**BANK OF AMERICA**							**3,029.40**
01/21/17	0000063835	A		01/21/2017	ALL AMERICAN TROPHY	MISCELLANEOUS	Nursing	01.0	00000.0	00000	02530	4320	1230000	16-17	7.61	
						01/21/2017	**0000063835**		**ALL AMERICAN TROPHY**							**7.61**
01/21/17	0000063836	C		01/21/2017	BOGDANOVA, ALEKSANDRA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						01/21/2017	**0000063836**		**BOGDANOVA, ALEKSANDRA**							**500.00**
01/21/17	0000063837	C		01/21/2017	COVARRUBIA, CHRISTINA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/21/2017	**0000063837**		**COVARRUBIA, CHRISTINA**							**250.00**
01/21/17	0000063838	C		01/21/2017	HARGUINDEGUY, JON P.	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/21/2017	**0000063838**		**HARGUINDEGUY, JON P.**							**250.00**
01/21/17	0000063839	C		01/21/2017	LEYVA, DANIEL EUGENE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						01/21/2017	**0000063839**		**LEYVA, DANIEL EUGENE**							**500.00**
01/21/17	0000063840	C		01/21/2017	NUNEZ, JESUS	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	

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						01/21/2017	**0000063840**	**NUNEZ, JESUS**								**500.00**
01/21/17	0000063841	C		01/21/2017	PHELPS, JENNIFER	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	2,000.00	
						01/21/2017	**0000063841**	**PHELPS, JENNIFER**								**2,000.00**
01/21/17	0000063842	C		01/21/2017	RIVERA, ALEXIS	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						01/21/2017	**0000063842**	**RIVERA, ALEXIS**								**500.00**
01/21/17	0000063843	C		01/23/2017	MCCULLOUGH, EMMA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/21/2017	**0000063843**	**MCCULLOUGH, EMMA**								**250.00**
01/21/17	0000063844	C		01/21/2017	WILLIAMS, KIRSTIN ELIZABETH	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/21/2017	**0000063844**	**WILLIAMS, KIRSTIN ELIZABETH**								**250.00**
01/21/17	0000063845	C		01/21/2017	BLUMER, HENDERSON	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/21/2017	**0000063845**	**BLUMER, HENDERSON**								**1,000.00**
01/21/17	0000063846	A		01/24/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	5,340.87	
						01/21/2017	**0000063846**	**CLASSIC BODY SUPPLY, INC.**								**5,340.87**
01/21/17	0000063847	P		01/21/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04900	70200	5210	6190000	16-17	598.00	
						01/21/2017	**0000063847**	**NEED TO ADD VENDOR**								**598.00**
01/21/17	0000063849	P		01/21/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	598.00	
						01/21/2017	**0000063849**	**NEED TO ADD VENDOR**								**598.00**
01/21/17	0000063851	C		01/21/2017	VO, CHUONG	REIMBURSEMENT	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	16-17	55.08	

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						01/21/2017	**0000063851**	**VO, CHUONG**								**55.08**
01/21/17	0000063852	C		01/21/2017	WEST PUBLISHING CORP.	BOOKS/SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	130.50	
						01/21/2017	**0000063852**	**WEST PUBLISHING CORP.**								**130.50**
01/21/17	0000063853	P		01/21/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	598.00	
						01/21/2017	**0000063853**	**NEED TO ADD VENDOR**								**598.00**
01/21/17	0000063854	A		01/24/2017	BOSCH AUTOMOTIVE	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	756.39	
						01/21/2017	**0000063854**	**BOSCH AUTOMOTIVE SERVICE SOLUTIONS**								**756.39**
01/21/17	0000063855	A		01/24/2017	LITTLE BITS ELECTRONICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	1,838.91	
						01/21/2017	**0000063855**	**LITTLE BITS ELECTRONICS**								**1,838.91**
01/21/17	0000063856	P		01/21/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	75285	5210	6190000	16-17	598.00	
						01/21/2017	**0000063856**	**NEED TO ADD VENDOR**								**598.00**
01/21/17	0000063857	A		01/24/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	1,372.04	
						01/21/2017	**0000063857**	**CLASSIC BODY SUPPLY, INC.**								**1,372.04**
01/21/17	0000063858	A		01/23/2017	RDM ELECTRIC COMPANY, INC.	CONTRACTED SERVICES	Automotive	01.0	00000.0	00000	02600	5810	0960000	16-17	2,280.00	
						01/21/2017	**0000063858**	**RDM ELECTRIC COMPANY, INC.**								**2,280.00**
01/21/17	0000063859	C		01/21/2017	ARTESIA CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	250.00	
						01/21/2017	**0000063859**	**ARTESIA CHAMBER OF COMMERCE**								**250.00**
01/21/17	0000063860	C		01/21/2017	NORWALK CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	225.00	

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						01/21/2017	**0000063860**	**NORWALK CHAMBER OF COMMERCE**								**225.00**
01/23/17	0000063861	C		01/23/2017	JOHNSON, STEPHEN	REIMBURSEMENT	Student Personnel	01.3	00000.0	07006	73460	4550	6450000	16-17	361.72	
						01/23/2017	**0000063861**	**JOHNSON, STEPHEN**								**361.72**
01/23/17	0000063862	A	1	01/31/2017	AMERICAN COLLEGE HEALTH	BOOKS/SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	52.15	
						01/23/2017	**0000063862**	**AMERICAN COLLEGE HEALTH ASSOCIATION**								**52.15**
01/23/17	0000063863	A		01/27/2017	JOURNEYWORKS PUBLISHING	BOOKS/SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	46.76	
						01/23/2017	**0000063863**	**JOURNEYWORKS PUBLISHING**								**46.76**
01/23/17	0000063864	C		01/27/2017	R.A.D. SYSTEMS	UNIFORMS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	162.26	
						01/23/2017	**0000063864**	**R.A.D. SYSTEMS**								**162.26**
01/23/17	0000063865	C		01/23/2017	MAACO COLLISION REPAIR & AUTO	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	1,018.08	
						01/23/2017	**0000063865**	**MAACO COLLISION REPAIR & AUTO PAINTING**								**1,018.08**
01/23/17	0000063866	A		01/27/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	58.07	
						01/23/2017	**0000063866**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**58.07**
01/23/17	0000063867	P		01/23/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	5.61	
						01/23/2017	**0000063867**	**AMAZON**								**5.61**
01/23/17	0000063868	P		01/27/2017	BANK OF AMERICA	BOOKS	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	35.00	
						MISCELLANEOUS		01.3	00000.0	04500	70200	4320	1200000	16-17	51.00	
						01/23/2017	**0000063868**	**BANK OF AMERICA**								**86.00**

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01/23/17	0000063869	A		01/27/2017	FOLLETT BOOKSTORE #603	BOOKS	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	65.14	
						01/23/2017	**0000063869**	**FOLLETT BOOKSTORE #603**								**65.14**
01/23/17	0000063870	A		01/26/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	5,595.38	
						01/23/2017	**0000063870**	**GOLDEN STAR TECHNOLOGY INC.**								**5,595.38**
01/23/17	0000063871	A		01/26/2017	RDM ELECTRIC COMPANY, INC.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	04700	70200	5810	6190000	16-17	3,155.00	
						01/23/2017	**0000063871**	**RDM ELECTRIC COMPANY, INC.**								**3,155.00**
01/23/17	0000063872	A		01/25/2017	DIBBLE INSTITUTE, THE	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	142.38	
						01/23/2017	**0000063872**	**DIBBLE INSTITUTE, THE**								**142.38**
01/23/17	0000063873	C		01/23/2017	ROWMAN & LITTLEFIELD	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	153.80	
						01/23/2017	**0000063873**	**ROWMAN & LITTLEFIELD PUBLISHING GROUP**								**153.80**
01/23/17	0000063874	P		01/23/2017	BANK OF AMERICA	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	16-17	19.99	
						01/23/2017	**0000063874**	**BANK OF AMERICA**								**19.99**
01/23/17	0000063875	A		01/23/2017	GRAINGER	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	6460	6510000	16-17	656.25	
						01/23/2017	**0000063875**	**GRAINGER**								**656.25**
01/23/17	0000063876	C		01/23/2017	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	2,462.86	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	3,429.26	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	731.49	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	773.59	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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						01/23/2017	**0000063876**	**FAST DEER BUS CHARTER, INC.**								**7,397.20**
01/23/17	0000063877	A		01/26/2017	MARKET LAB INC	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	88.09	
						01/23/2017	**0000063877**	**MARKET LAB INC**								**88.09**
01/24/17	0000063878	A		01/24/2017	TCB PRINTING	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	43.50	
						01/24/2017	**0000063878**	**TCB PRINTING**								**43.50**
01/24/17	0000063879	C		01/24/2017	VIA PROMOTIONALS	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	16-17	17.35	
						01/24/2017	**0000063879**	**VIA PROMOTIONALS**								**17.35**
01/24/17	0000063880	A		01/24/2017	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	16-17	580.00	
						01/24/2017	**0000063880**	**BANK OF AMERICA**								**580.00**
01/24/17	0000063881	C		01/24/2017	WICHE/ALLIANCE (15-20)	CONFERENCE AND TRAVEL	Student Personnel	01.0	00000.0	00000	03100	5210	6450000	16-17	495.00	
						01/24/2017	**0000063881**	**WICHE/ALLIANCE (15-20)**								**495.00**
01/24/17	0000063882	C		01/24/2017	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	120.00	
						01/24/2017	**0000063882**	**CITY OF LAKEWOOD**								**120.00**
01/24/17	0000063883	C		01/25/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	41.20	
						01/24/2017	**0000063883**	**RODGER'S CATERING**								**41.20**
01/24/17	0000063884	A		01/27/2017	KTS NETWORK SOLUTIONS	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	403.13	
						01/24/2017	**0000063884**	**KTS NETWORK SOLUTIONS**								**403.13**
01/25/17	0000063885	C		01/25/2017	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,444.80	

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						01/25/2017	**0000063885**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**1,444.80**
01/25/17	0000063886	A		01/25/2017	ITC SYSTEMS	MAINTENANCE AGREEMENTS	Library	01.0	00000.0	00300	02220	4550	6120000	16-17	1,606.00	
						01/25/2017	**0000063886**	**ITC SYSTEMS**								**1,606.00**
01/25/17	0000063887	A		01/25/2017	ULINE	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	341.87	
						01/25/2017	**0000063887**	**ULINE**								**341.87**
01/25/17	0000063888	A		01/25/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	1,519.60	
						01/25/2017	**0000063888**	**GOLDEN STAR TECHNOLOGY INC.**								**1,519.60**
01/25/17	0000063889	A		01/25/2017	GONLED	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	72920	5810	6510000	16-17	741,628.46	
						01/25/2017	**0000063889**	**GONLED**								**741,628.46**
01/25/17	0000063890	A		01/25/2017	CHRISTIAN PRINTING SERVICE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	566.59	
						01/25/2017	**0000063890**	**CHRISTIAN PRINTING SERVICE**								**566.59**
01/25/17	0000063891	P		01/25/2017	BANK OF AMERICA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	5190	6190000	16-17	554.85	
						01/25/2017	**0000063891**	**BANK OF AMERICA**								**554.85**
01/25/17	0000063892	A		01/25/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Financial Aid Administration	01.0	00000.0	00000	03200	5640	6460000	16-17	329.29	
						01/25/2017	**0000063892**	**PACIFIC COAST CABLING, INC.**								**329.29**
01/25/17	0000063893	C		01/25/2017	FOUNTAIN, MICHAEL	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						01/25/2017	**0000063893**	**FOUNTAIN, MICHAEL**								**500.00**
01/25/17	0000063894	C		01/25/2017	TAPIA, FRANCISCO	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	

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						01/25/2017	**0000063894**	**TAPIA, FRANCISCO**								**500.00**
01/25/17	0000063895	C		01/25/2017	SANDOVAL, ROBERTO R.	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063895**	**SANDOVAL, ROBERTO R.**								**1,000.00**
01/25/17	0000063896	C		01/25/2017	DEL CASTILLO, ROMINA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063896**	**DEL CASTILLO, ROMINA**								**1,000.00**
01/25/17	0000063897	C		01/25/2017	TSUNO, DEVON	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						01/25/2017	**0000063897**	**TSUNO, DEVON**								**500.00**
01/25/17	0000063898	C		01/25/2017	IRIE, ICHIRO	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063898**	**IRIE, ICHIRO**								**1,000.00**
01/25/17	0000063899	C		01/25/2017	GARCIA, ALLISON	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/25/2017	**0000063899**	**GARCIA, ALLISON**								**250.00**
01/25/17	0000063900	C		01/25/2017	WIMBIEY, JESSICA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063900**	**WIMBIEY, JESSICA**								**1,000.00**
01/25/17	0000063901	C		01/25/2017	SIVERT ZASK, PEGGY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/25/2017	**0000063901**	**SIVERT ZASK, PEGGY**								**250.00**
01/25/17	0000063902	C		01/25/2017	RAINS, JOSHUA WADE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063902**	**RAINS, JOSHUA WADE**								**1,000.00**
01/25/17	0000063903	C		01/25/2017	ORTIZ, AYDINANETH KARLENA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	

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						01/25/2017	**0000063903**	**ORTIZ, AYDINANETH KARLENA**								**1,000.00**
01/25/17	0000063904	C		01/25/2017	MERRINGER, REUBEN	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063904**	**MERRINGER, REUBEN**								**1,000.00**
01/25/17	0000063905	C		01/25/2017	SUDD, EMILY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063905**	**SUDD, EMILY**								**1,000.00**
01/25/17	0000063906	C		01/25/2017	SWENDSRUD, ASTRI	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/25/2017	**0000063906**	**SWENDSRUD, ASTRI**								**250.00**
01/25/17	0000063907	C		01/25/2017	NICKEL, LARISSA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/25/2017	**0000063907**	**NICKEL, LARISSA**								**250.00**
01/25/17	0000063908	C		01/25/2017	PASADENA ARTS COUNCIL	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063908**	**PASADENA ARTS COUNCIL**								**1,000.00**
01/25/17	0000063909	C		01/25/2017	WRENCH, LUCAS	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/25/2017	**0000063909**	**WRENCH, LUCAS**								**1,000.00**
01/25/17	0000063910	C		01/25/2017	DEMIRKOPARAN, ILKNUR	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/25/2017	**0000063910**	**DEMIRKOPARAN, ILKNUR**								**250.00**
01/25/17	0000063911	P		01/25/2017	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	16-17	158.40	
						01/25/2017	**0000063911**	**BANK OF AMERICA**								**158.40**
01/25/17	0000063912	P		01/30/2017	AMAZON	COMPUTER SUPP/EQUIP	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	129.99	

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						01/25/2017	**0000063912**	**AMAZON**								**129.99**
01/25/17	0000063913	C		01/25/2017	PERFECT FORM	NON-INSTRUCTIONAL SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	16-17	592.22	
						01/25/2017	**0000063913**	**PERFECT FORM**								**592.22**
01/26/17	0000063914	A		01/26/2017	WILSON SPORTING GOODS CO	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	1,802.34	
						01/26/2017	**0000063914**	**WILSON SPORTING GOODS CO**								**1,802.34**
01/26/17	0000063915	A		01/26/2017	KAPLAN	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	16-17	5,364.25	
						01/26/2017	**0000063915**	**KAPLAN**								**5,364.25**
01/26/17	0000063916	C		01/26/2017	BANK OF AMERICA	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	195.88	
						01/26/2017	**0000063916**	**BANK OF AMERICA**								**195.88**
01/27/17	0000063917	A		01/27/2017	CASADE SCIENTIFIC, INC.	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	540.00	
						01/27/2017	**0000063917**	**CASADE SCIENTIFIC, INC.**								**540.00**
01/27/17	0000063918	A		01/27/2017	ETR ASSOCIATES	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	44.59	
						01/27/2017	**0000063918**	**ETR ASSOCIATES**								**44.59**
01/27/17	0000063919	P		01/30/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,299.00	
						01/27/2017	**0000063919**	**BANK OF AMERICA**								**1,299.00**
01/27/17	0000063920	P		01/30/2017	BANK OF AMERICA	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	16-17	61.98	
						01/27/2017	**0000063920**	**BANK OF AMERICA**								**61.98**
01/27/17	0000063921	A		01/27/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	16-17	384.10	

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						01/27/2017	**0000063921**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**384.10**
01/27/17	0000063922	A		01/27/2017	CAROLINA BIOLOGICAL SUPPLY	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	1,146.77	
						01/27/2017	**0000063922**	**CAROLINA BIOLOGICAL SUPPLY**								**1,146.77**
01/28/17	0000063923	A		01/28/2017	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	777.10	
						01/28/2017	**0000063923**	**DICK BLICK COMPANY**								**777.10**
01/28/17	0000063924	C		01/30/2017	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65039	6130	7100000	16-17	23,964.26	
						01/28/2017	**0000063924**	**DIVISION OF THE STATE ARCHITECTS**								**23,964.26**
01/28/17	0000063925	A		01/30/2017	PATTERSON DENTAL COMPANY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	195.25	
						01/28/2017	**0000063925**	**PATTERSON DENTAL COMPANY**								**195.25**
01/28/17	0000063926	A		01/30/2017	MONET MEDICAL INC.	REPAIRS - OTHER	Health Professions	01.0	00000.0	00000	02530	5630	1201000	16-17	166.00	
						01/28/2017	**0000063926**	**MONET MEDICAL INC.**								**166.00**
01/28/17	0000063927	A		01/30/2017	K I	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	1,331.77	
						01/28/2017	**0000063927**	**K I**								**1,331.77**
01/28/17	0000063928	A		01/30/2017	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	9,805.00	
						01/28/2017	**0000063928**	**PREFERRED LANDSCAPE, INC.**								**9,805.00**
01/28/17	0000063929	A		01/30/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	16-17	544.89	
						01/28/2017	**0000063929**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**544.89**
01/28/17	0000063930	A		01/28/2017	VERO SOFTWARE INC,	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5810	0986000	16-17	842.81	

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						01/28/2017	**0000063930**	**VERO SOFTWARE INC,**								**842.81**
01/28/17	0000063931	A		01/28/2017	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	38.98	
						01/28/2017	**0000063931**	**DIVERSIFIED BUSINESS SERVICES**								**38.98**
01/28/17	0000063932	A		01/28/2017	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	370.74	
						01/28/2017	**0000063932**	**RAN GRAPHICS**								**370.74**
01/28/17	0000063933	A		01/28/2017	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	6,143.38	
						01/28/2017	**0000063933**	**PRAXAIR DISTRIBUTION INC.**								**6,143.38**
01/30/17	0000063934	C		01/30/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	654.00	
						01/30/2017	**0000063934**	**KEENAN & ASSOCIATES**								**654.00**
01/30/17	0000063935	C		01/30/2017	HYATT CENTRIC SANTA BARBARA	CONFERENCE AND TRAVEL	Foster Care	01.3	00000.0	00000	75900	5210	1305700	16-17	551.92	
						01/30/2017	**0000063935**	**HYATT CENTRIC SANTA BARBARA**								**551.92**
01/30/17	0000063936	A		01/30/2017	BOARD OF GOVERNORS ,	CONFERENCE AND TRAVEL	Foster Care	01.3	00000.0	00000	75900	5210	1305700	16-17	600.00	
						01/30/2017	**0000063936**	**BOARD OF GOVERNORS ,**								**600.00**
01/30/17	0000063937	C		01/31/2017	BOARD OF GOVERNORS ,	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	16-17	75.00	
						01/30/2017	**0000063937**	**BOARD OF GOVERNORS ,**								**75.00**
01/30/17	0000063938	P		01/30/2017	AMAZON	BOOKS	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	190.08	
						01/30/2017	**0000063938**	**AMAZON**								**190.08**
01/30/17	0000063939	A		01/30/2017	TCB PRINTING	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	31.54	

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						01/30/2017	**0000063939**	**TCB PRINTING**								**31.54**
01/30/17	0000063940	P		01/30/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	16-17	36.54	
						01/30/2017	**0000063940**	**AMAZON**								**36.54**
01/30/17	0000063941	A		02/01/2017	TSAI, HANNAH	REIMBURSEMENT	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	130.50	
						01/30/2017	**0000063941**	**TSAI, HANNAH**								**130.50**
01/30/17	0000063942	A		01/30/2017	SNAP-ON TOOLS INDUSTRIAL	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	16-17	3,668.68	
						01/30/2017	**0000063942**	**SNAP-ON TOOLS INDUSTRIAL**								**3,668.68**
01/30/17	0000063943	A		01/30/2017	AIRWOLF 3D	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	16-17	20,130.63	
						01/30/2017	**0000063943**	**AIRWOLF 3D**								**20,130.63**
01/30/17	0000063944	A		01/30/2017	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	1,456.94	
						01/30/2017	**0000063944**	**DIVERSIFIED BUSINESS SERVICES**								**1,456.94**
01/31/17	0000063945	A		02/01/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	840.00	
						01/31/2017	**0000063945**	**TOTAL RECALL CAPTIONING, INC.**								**840.00**
01/31/17	0000063946	A		02/01/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	980.00	
						01/31/2017	**0000063946**	**TOTAL RECALL CAPTIONING, INC.**								**980.00**
01/31/17	0000063947	A		01/31/2017	CCCEOPSA	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	16-17	125.00	
						01/31/2017	**0000063947**	**CCCEOPSA**								**125.00**
01/31/17	0000063948	A		01/31/2017	DOUBLETREE BY HILTON HOTEL	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	16-17	218.50	

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						01/31/2017	**0000063948**	**DOUBLETREE BY HILTON HOTEL**								**218.50**
01/31/17	0000063949	A		02/03/2017	AMERICAN EXPRESS TRAVEL	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	16-17	269.40	
						01/31/2017	**0000063949**	**AMERICAN EXPRESS TRAVEL**								**269.40**
01/31/17	0000063950	A		01/31/2017	BROWN, F. REED	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	200.00	
						01/31/2017	**0000063950**	**BROWN, F. REED**								**200.00**
01/31/17	0000063951	A		01/31/2017	BOXWELL, CHELSEA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/31/2017	**0000063951**	**BOXWELL, CHELSEA**								**1,000.00**
01/31/17	0000063952	A		01/31/2017	PRINCE, DAVID	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/31/2017	**0000063952**	**PRINCE, DAVID**								**250.00**
01/31/17	0000063953	A		01/31/2017	JERNIGAN, SAMUEL	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/31/2017	**0000063953**	**JERNIGAN, SAMUEL**								**1,000.00**
01/31/17	0000063954	A		01/31/2017	RAU, JEFFREY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/31/2017	**0000063954**	**RAU, JEFFREY**								**250.00**
01/31/17	0000063955	A		01/31/2017	GOMEZ, JANICE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						01/31/2017	**0000063955**	**GOMEZ, JANICE**								**250.00**
01/31/17	0000063956	A		01/31/2017	FRIAS, JENNIFER	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/31/2017	**0000063956**	**FRIAS, JENNIFER**								**1,000.00**
01/31/17	0000063957	A		01/31/2017	MADISON, MEG	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/31/2017	**0000063957**	**MADISON, MEG**								**1,000.00**
01/31/17	0000063958	A		01/31/2017	GARCIA, KIMBERLY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/31/2017	**0000063958**	**GARCIA, KIMBERLY**								**1,000.00**
01/31/17	0000063959	A		01/31/2017	NEGRETE, SUSANNA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	150.00	
						01/31/2017	**0000063959**	**NEGRETE, SUSANNA**								**150.00**
01/31/17	0000063960	A		01/31/2017	ONG, DUSTIN	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						01/31/2017	**0000063960**	**ONG, DUSTIN**								**1,000.00**
01/31/17	0000063961	A		02/02/2017	CCCEOPSA	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	150.00	
						01/31/2017	**0000063961**	**CCCEOPSA**								**150.00**
01/31/17	0000063962	A		02/02/2017	DOUBLETREE BY HILTON HOTEL	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	109.25	
						01/31/2017	**0000063962**	**DOUBLETREE BY HILTON HOTEL**								**109.25**
01/31/17	0000063963	P		01/31/2017	NEED TO ADD VENDOR	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	181.40	
						01/31/2017	**0000063963**	**NEED TO ADD VENDOR**								**181.40**
01/31/17	0000063964	A		02/01/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	385.00	
						01/31/2017	**0000063964**	**PARKER & COVERT, L.L.P.**								**385.00**
01/31/17	0000063965	P		01/31/2017	AMAZON	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	17.98	
						01/31/2017	**0000063965**	**AMAZON**								**17.98**
01/31/17	0000063966	A	1	02/01/2017	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	208.10	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/31/2017	**0000063966**	**CYNMAR CORPORATION**								**208.10**
01/31/17	0000063967	P		01/31/2017	BANK OF AMERICA	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	59.16	
						01/31/2017	**0000063967**	**BANK OF AMERICA**								**59.16**
01/31/17	0000063968	P		01/31/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	106.68	
						01/31/2017	**0000063968**	**AMAZON**								**106.68**
01/31/17	0000063969	A		01/31/2017	STAPLES ADVANTAGE	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	65.14	
						01/31/2017	**0000063969**	**STAPLES ADVANTAGE**								**65.14**
01/09/17	13P017-01	A		01/09/2017	LPA, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6230	7100000	16-17	235,000.00	
						01/09/2017	**13P017-01**	**LPA, INC.**								**235,000.00**
01/09/17	14P010-19	A		01/09/2017	CONVERSE CONSULTANTS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6130	7100000	16-17	8,950.00	
						01/09/2017	**14P010-19**	**CONVERSE CONSULTANTS**								**8,950.00**
01/09/17	14P010-20	A		01/09/2017	CONVERSE CONSULTANTS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65039	6130	7100000	16-17	8,332.00	
						01/09/2017	**14P010-20**	**CONVERSE CONSULTANTS**								**8,332.00**
01/23/17	15C0138A	A		01/23/2017	SELACO WDB	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	01006	71646	5810	6190000	16-17	14,642.90	
						01/23/2017	**15C0138A**	**SELACO WDB**								**14,642.90**
01/09/17	15P010-02	A		01/09/2017	TSG ENTERPRISES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	11,039.00	
						01/09/2017	**15P010-02**	**TSG ENTERPRISES, INC.**								**11,039.00**
01/09/17	15P010-03	A		01/09/2017	TSG ENTERPRISES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6130	7100000	16-17	18,340.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/09/2017	**15P010-03**	**TSG ENTERPRISES, INC.**								**18,340.00**
01/13/17	16C0075	A		01/13/2017	YUN, SUNNY	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
						01/13/2017	**16C0075**	**YUN, SUNNY**								**300.00**
01/12/17	16C0078	A		01/12/2017	ADNEY, CURTIS	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						01/12/2017	**16C0078**	**ADNEY, CURTIS**								**2,000.00**
01/20/17	16C0096	A		01/20/2017	THE LEWIS CENTER FOR EDUCATIONAL	CONTRACTED SERVICES	Instructional Office	39.1	00000.0	00003	79850	6310	6016000	16-17	17,500.00	
						01/20/2017	**16C0096**	**THE LEWIS CENTER FOR EDUCATIONAL RESEARC**								**17,500.00**
01/31/17	16C0101	A		01/31/2017	SELACO WDB	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	01006	71646	5810	6190000	16-17	24,406.93	
						01/31/2017	**16C0101**	**SELACO WDB**								**24,406.93**
01/12/17	16C0102	A		01/12/2017	EISELEIN, KELEE	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	4,000.00	
						01/12/2017	**16C0102**	**EISELEIN, KELEE**								**4,000.00**
01/13/17	16C0103	A		01/13/2017	DIGICAL	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	6,500.00	
						01/13/2017	**16C0103**	**DIGICAL**								**6,500.00**
01/12/17	16C0108	C		01/12/2017	BELL, STANLEY	MISCELLANEOUS	Fiscal Operations	01.3	00000.0	00000	74500	5810	6720000	16-17	4,040.00	
						01/12/2017	**16C0108**	**BELL, STANLEY**								**4,040.00**
01/12/17	16C0114	A		01/12/2017	CHUONG-NGUYEN, MAY	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
						01/12/2017	**16C0114**	**CHUONG-NGUYEN, MAY**								**300.00**
01/12/17	16C0115	C		01/12/2017	DIOUF, THIANE	MISCELLANEOUS	Fiscal Operations	01.3	00000.0	00000	74500	5810	6720000	16-17	500.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/12/2017	**16C0115**	**DIOUF, THIANE**								**500.00**
01/30/17	16C0125	A		01/30/2017	CERRITOS COLLEGE FOUNDATION, THE	MISCELLANEOUS	Staff Development	01.0	00000.0	00000	05100	4550	6750000	16-17	2,400.00	
						01/30/2017	**16C0125**	**CERRITOS COLLEGE FOUNDATION, THE**								**2,400.00**
01/13/17	16FC0021	A		01/13/2017	M-TECH GLASS	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	44,680.00	
						01/13/2017	**16FC0021**	**M-TECH GLASS**								**44,680.00**
01/24/17	16FC0026	A		01/24/2017	EL CAMINO CONSTRUCTION &	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64090	6130	7100000	16-17	21,126.21	
						01/24/2017	**16FC0026**	**EL CAMINO CONSTRUCTION & ENGINEERING**								**21,126.21**
01/05/17	16FC0027	A		01/05/2017	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	31,400.00	
						01/05/2017	**16FC0027**	**SIMPLEX GRINNELL LP**								**31,400.00**
01/05/17	16FC0029	A		01/05/2017	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	31,800.00	
						01/05/2017	**16FC0029**	**PREFERRED LANDSCAPE, INC.**								**31,800.00**
01/05/17	16FC0032	A		01/05/2017	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	44,520.00	
						01/05/2017	**16FC0032**	**RDM ELECTRIC CO., INC.**								**44,520.00**
01/09/17	16FC0033	A		01/09/2017	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	34,350.00	
						01/09/2017	**16FC0033**	**INLAND BUILDING CONSTRUCTION CO., INC**								**34,350.00**
01/11/17	16P004-01	A		01/11/2017	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6220	7100000	16-17	249,000.00	
						01/11/2017	**16P004-01**	**RDM ELECTRIC CO., INC.**								**249,000.00**
01/03/17	53836A	A		01/03/2017	KOURY ENGINEERING &	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64043	6130	7100000	16-17	1,715.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/03/2017	**53836A**	**KOURY ENGINEERING & TESTING, INC.**								**1,715.00**
01/23/17	63703A	P		01/23/2017	AMAZON	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	16-17	74.80	
						01/23/2017	**63703A**	**AMAZON**								**74.80**
01/06/17	APO160421	A		01/06/2017	FOLLETT BOOKSTORE #603	BOOKS	Extended Opportunities	39.1	00000.0	00000	79850	7630	6430000	16-17	60,000.00	
						01/06/2017	**APO160421**	**FOLLETT BOOKSTORE #603**								**60,000.00**
01/12/17	APO160422	A		01/13/2017	JANCIK, JASPER	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	5,000.00	
						01/12/2017	**APO160422**	**JANCIK, JASPER**								**5,000.00**
01/23/17	APO160423	A		01/23/2017	OFFICE DEPOT/BUSINESS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	16-17	3,000.00	
						01/23/2017	**APO160423**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**3,000.00**
01/23/17	APO160424	A		01/23/2017	FOLLETT BOOKSTORE #603	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	600.00	
						01/23/2017	**APO160424**	**FOLLETT BOOKSTORE #603**								**600.00**
01/23/17	APO160425	A		01/23/2017	SMART & FINAL IRIS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	300.00	
						01/23/2017	**APO160425**	**SMART & FINAL IRIS**								**300.00**

Total by District : 64360 **2,157,344.38** **2,157,344.38**

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: **March 01, 2017**

Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT

The overall fiscal impact of the budget adjustments will increase the Unrestricted General Fund ending balance and decrease the Restricted General Fund, Public Art Endowment Fund and Retiree Health Benefit Fund ending balances.

REPORT SUMMARY

Page 1 and 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds. These transfers are self-balancing and have no effect on their ending balance.

Page 3 and 4 reflects a revenue adjustment for Temporary Assistance for Needy Families (TANF) in the Restricted General Fund and a net revenue increase in the Unrestricted General Fund due to State Mandated One Time Fund Payments.

Pages 5 thru 7 reflect expenditure budget adjustments to establish the budgets for Medi-Cal Administrative Activities Program in the Restricted General Fund, Foundation for Art Resources Bazaar in the Public Art Endowment Fund, and retiree health benefits in the Retiree Health Benefit Fund.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Budget Adjustment Details (7 Pages).

BUDGET TRANSFERS FOR MARCH 1, 2017

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(4,166)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(4,166)**

TO		
ACADEMIC SALARIES	$	4,166
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**4,166**

Transfers: To transfer budget to cover Academic Stipends.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Health Occupations

BUDGET TRANSFERS FOR MARCH 1, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(36,300)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(10,400)
OTHER CONTRACT EXPENSES AND SERVICES	$	(8,181)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(54,881)**

TO		
ACADEMIC SALARIES	$	1,300
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	38,083
EMPLOYEE BENEFITS	$	13,017
SUPPLIES AND MATERIALS	$	1,281
OTHER CONTRACT EXPENSES AND SERVICES	$	1,200
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**54,881**

Transfers: To transfer budget to specific line items such as overtime for Student Equity Plan - Expanded Hours Support.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Five (5)

Divisions/Departments/Programs:
Student Equity Plan - Project Hope; Student Equity Plan - Disabled Student Programs and Services; Student Equity Plan - Global Literature Certification and Diversity Internships; California Energy Commission Grant - West Valley

BUDGET ADJUSTMENTS FOR MARCH 1, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-75720-8140-0000000 (01.3 Fund) Federal - Temporary Assistance for Needy Families	$	(8,747)

To adjust income to match 2016-17 allocation per funding documentation.
Salary and related payroll taxes for counselor will be reduced.

Total Revenue Budget	$	**(8,747)**

Fiscal Impact: No effect on the ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 1, 2017

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-00000-8682-0000000 (01.0 Fund) State - Mandated Programs Block Grant To adjust income for 2016-17 Mandated Programs Block Grant.	$	3,334
00000.0-00000-00000-8682-0000000 (01.0 Fund) State - Mandated One Time Funds To set up income for 2016-17 Mandated One Time Funds.	$	1,622,530
00000.0-00000-00000-8693-0000000 (01.0 Fund) State - Part Time Faculty Compensation To adjust income for 2016-17 Part Time Faculty Compensation per apportionment schedule.	$	(104,770)
00000.0-00000-00000-8680-0000000 (01.0 Fund) State - Lottery To adjust income for 2016-17 State Lottery per apportionment schedule.	$	100,000
Total Revenue Budget	$	**1,621,094**

Fiscal Impact: Increase in the ending balance.

Number of Adjustment Requests: Three (3)

BUDGET ADJUSTMENTS FOR MARCH 1, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

Expenditure Budget

00000.0-00000-73330-xxxx-6190000 (01.3 Fund) Student Health Services - Medi-Cal Administrative Activities Program To set up the budget for Medi-Cal Administrative Activities Program for 2016-17. Budget allocated to supplies; conference/ travel; and software.	$	104,000
Total Expenditure Budget	$	**104,000**

Fiscal Impact: Decrease in the ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 1, 2017

69.5 FUND - PUBLIC ART ENDOWMENT FUND

Expenditure Budget

00000.0-00000-06900-xxxx-6999000 (69.5 Fund) Foundation for Art Resources Bazaar	$	60,000

To set up budget for Foundation for Art Resources Bazaar in 2016-17. Budget allocated to salary and related payroll taxes for overtime; supplies; insurance; contracted services; and advertising.

Total Expenditure Budget	$	**60,000**

Fiscal Impact: Decrease in the ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 1, 2017

69.1 FUND - RETIREE HEALTH BENEFITS FUND - GASB 45

Expenditure Budget

00000.0-00000-04100-39xx-xxxxxxx (69.1 Fund) Business Services	$	735,000

To set up budget in Fund 69.1 for anticipated retirement benefits which were previously charged against the General Fund 01.0

Total Expenditure Budget	$	**735,000**

Fiscal Impact: Decrease in the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2016-2017 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

Out-of-Class* extended assignment as Administrative Secretary II Grade 34, Step 5 + L1, 50% ($4,940.78/month) effective January 14, 2017 not to exceed February 13, 2017: *Lucia Romero*

Out-of-Class* extended assignment as Administrative Secretary II Grade 34, Step 5 + L2, 50% ($5,187.81/month) effective January 14, 2017 not to exceed February 13, 2017: *Lucy Self*

Out-of-Class* assignment as Administrative Secretary II Grade 34, Step 1 ($4,100.00/month) effective February 13, 2017 not to exceed March 31, 2017: *Jessica Otero*

Out-of-Class* assignment as Lead Custodian – Graveyard Shift Grade 28, Step 4 ($4,294.50/month, includes 5% shift differential) effective November 16, 2016 not to exceed January 27, 2017: *David Garcia*

Out-of-Class* assignment as Lead Custodian – Graveyard Shift Grade 28, Step 4 + L1 ($4,509.23/month, includes 5% shift differential) effective January 30, 2017 not to exceed March 24, 2017: *Claudia Cruz*

** Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

Child Development Center Office Specialist, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 4, Step 1 ($2,614.00/month), effective: xxx [Name to be provided on revision]

Custodian (Facilities), Classified Salary Schedule: Grade 23, Step 1 ($3,341.00/month, includes 5% shift differential) effective: March 6, 2017: Bryant, Erick

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, 2017, or 175 total workdays, whichever occurs first

* Categorically Funded
** Specially Funded

Name	Unit	Classification	Rate	Cleared for Employment
Amparano, Rafael Ivan*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Azzam, Kawthar M.*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Barraza, Crystal*	CTE	Program Facilitator	$14.32/hr	2/07/2017
Beltran, Antonio*	Liberal Arts	Interpreter l	$20.25/hr	1/09/2017
Bogdanova, Aleksandra	Fine Arts	Community Outreach Worker	$10.50/hr	2/07/2017
Broudwiack, Johanna*	Financial Aid	Instructional Aide ll	$13.30/hr	2/07/2017
De Groot, Jaclyn**	Student Health Services	Nurse Practitioner	$52.46/hr	2/13/2017
Diaz Monzon, Bryner A.*	Financial Aid	Secretary Clerk	$10.94/hr	2/07/2017
Diaz, Martin*	CTE	Program Facilitator	$14.32/hr	1/31/2017
Elbik, Frances K.*	CTE	Program Facilitator	$14.32/hr	2/07/2017
Espinosa, Nancy*	CTE	Program Facilitator	$14.32/hr	1/31/2017
Gabayeron, Katherine*	HPEDA	Instructional Aide l	$13.30/hr (1)	2/07/2017
Garcia, Aviance Marie*	CalWORKs	Intermediate Clerk	$10.50/hr	2/13/2017
Garcia, Kasandra*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Garcia, Magali P. Sevilla	Success Center	Instructional Aide ll	$13.30/hr (1)	2/09/2017
Gastelum, Kristianna Deanna*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Gonzales, Jasmine*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Gonzalez, Grabiel*	Financial Aid	Instructional Aide ll	$13.30/hr	2/13/2017
Gonzalez, Rosie*	Financial Aid	Instructional Aide ll	$13.30/hr	2/07/2017
Guduru, Sneha*	CTE	Program Facilitator	$14.32/hr	2/07/2017
Lopez, Juan Fernando*	EPP	Community Education Specialist	$30.27/hr	2/13/2017
Luna, Mercedes*	CTE	Program Facilitator	$14.32/hr	2/13/2017
Marquez, Abraham*	Technology	Program Facilitator	$14.32/hr	1/25/2017
Mavrikis, Alexandra*	Technology	Program Facilitator	$14.32/hr	1/23/2017
McKelly, Shauna*	DSPS	Instructional Aide II	$13.30/hr	1/30/2017
Mendez, Skye*	Financial Aid	Instructional Aide II	$13.30/hr	2/13/2017
Reed, Ashley Nicole*	Technology	Program Facilitator	$14.32/hr	2/01/2017
Reed, Katherine	Fine Arts	Continuing Education Specialist	$23.31/hr	2/03/2017
Romero, Valerie*	DSPS	Special Education Aide	$10.50/hr	1/23/2017
Ruiz, Vicky*	CalWORKs	Intermediate Clerk	$10.50/hr	2/01/2017

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 1, 2017

Siangio, Jeshana*	DSPS	Special Education Aide	$10.50/hr	1/23/2017
Siangio, John*	DSPS	Special Education Aide	$10.50/hr	1/23/2017
Slone, Febie*	Financial Aid	Instructional Aide II	$13.30/hr	2/13/2017
Vollmar, Jazmin*	DSPS	Interpreter	$42.58/hr	1/23/2017
White, Aurelia	Technology	Program Facilitator	$14.32/hr	1/23/2017
Yakovetic, Sheilah*	DSPS	Special Education Aide	$10.50/hr	1/23/2017

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 1, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 46

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016-2017 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 2016-2017 Academic Year

FACULTY: TEMPORARY PART-TIME
2016-2017 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Maris-Gramajo, Edgar	NH	Adult Education	1AB	58.96

II. BUSINESS, HUMANITIES, SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Alabi, Basirat	NH	Psychology	1AD	63.16
Collins, John	RE	Administration of Justice	6BM	76.64
Maldonado, Christian	RE	Psychology	6BM	76.64

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Buck, Peter	NH	Music	1AM	61.03
Calderwood, Andrea	NH	Music	1AM	61.03
Turowski, Kamil	NH	Film	1AM	61.03

IV. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Chavez, Albert	RE	Plastics Manufacturing	2BB	62.26
Fitzgerald, Barrett	RE	Plastics Manufacturing	6AB	74.04
Gurrola, Carlos	RE	Manufacturing	6AB	74.04

V. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Embry, Bernice	NH	Financial Aid Counseling	1CM	49.14
Majano, Natasha	NH	Financial Aid Counseling	1CM	49.14
Ramirez, Diana	NH	Financial Aid Counseling	1CM	49.14

* NH=New Hire, RE=Reemployed

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 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 SemesterDoctorate
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=1th 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: **March 1, 2016**
Agenda Item No. 47

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Public Employment: Tenured

ACTION
It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2017-2018 academic year.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
According to Education Code 87602, a contract employee is a probationary academic employee. New full-time faculty members are contract employees for the first four years of employment.

Pursuant to Education Code section 87609, a probationary contract employee serving under his or her third employment contract (which is for two academic years) shall be employed as a tenured employee for all subsequent academic years unless the Board elects not to grant tenure to the employee.

The following employees have satisfactorily completed three employment contracts with the College, and it is recommended that the Board approve their continued employment as tenured employees.

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

ATTACHMENT(S)
Probationary Contract Faculty to be Tenured 2017-2018 Academic Year

PROBATIONARY CONTRACT FACULTY
TO BE TENURED 2017-2018 ACADEMIC YEAR

Name	Position	Discipline	Division	Begin Date
Beyene, Aemiro	Instructor	Mathematics	SEM	1/14/2013
Cho, Angela	Instructor	Mathematics	SEM	8/19/2013
Valcarcel, Anna	Instructor	Biology	SEM	8/20/2012

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 48

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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 Resource 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

	Name	Unit	Classification	Effective Date
1)	Sanderson, Janet	HPEAD/Dance	Professor	6/1/2017

Presented to the Board of Trustees: March 1, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 49

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 75% prior to retirement for Ms. Peggy Stuart effective for a period of two academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2019.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Ms. Peggy Stuart, Full-Time Professor (Nursing), has submitted the attached request for reduced workload prior to retirement.

Ms. Peggy Stuart has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. Her request is for a 75% workload for a period of two academic years beginning at the start of Fall Semester 2017 and ending at the conclusion of the Spring Semester 2019. This request was received by Human Resources on February 14, 2017, and it has been reviewed and approved by: Ms. Sandy Marks, Instructional Dean, Health Occupations, Mr. Rick Miranda, Acting Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

Cerritos College
Office of Human Resources
(562) 860-2451, Extension 2284
www.cerritos.edu/hr

Application for Reduced Workload Prior to Retirement For Academic Employees

Last Name	First Name	Middle
Stuart	Peggy	Joyce

Division: Health Occupations

In accordance with Board Policies Numbers 7215 through 7215.3, I hereby request that my assignment be reduced to 75% % of my regular assignment, beginning the academic year 2017 for a period of 2 year(s).
(1-5)

It is my understanding that I will be required to retire at the end of the 2018-2019 academic year.

Peggy J Stuart — Signature of Requesting Employee — 2/9/17 — Date

Sandy Marks — Signature of Immediate Manager — 2/9/17 — Date

[signature] — Signature of Appropriate Vice President — 2/10/17 — Date

[signature] — Signature of President-Superintendent — 2-13-17 — Date

Approved by the Board of Trustees: _____
Date

In Applications for reduced workload must be submitted to the appropriate Vice President prior to February 1 of the academic year preceding the beginning of the reduced workload assignment.

Presented to the Board of Trustees: March 1, 2017
Date

IN-20
Revised: 4/08

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 50

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 60% prior to retirement for Ms. Ana Torres-Bower effective for a period of three academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2020.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Ms. Ana Torres-Bower, Full-Time Professor (Philosophy), has submitted the attached request for reduced workload prior to retirement.

Ms. Ana Torres-Bower has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. Her request is for a 60% workload for a period of three academic years beginning at the start of Fall Semester 2017 and ending at the conclusion of the Spring Semester 2020. This request was received by Human Resources on February 10, 2017, and it has been reviewed and approved by: Ms. Rachel Mason, Instructional Dean of Business Education/Humanities, and Social Sciences, Mr. Rick Miranda, Acting Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

Cerritos College
Office of Human Resources
(562) 860-2451, Extension 2284
www.cerritos.edu/hr

Application for Reduced Workload Prior to Retirement For Academic Employees

Last Name	First Name	Middle
Torres-Bower	Ana	E.
Division: B/H/SS		

In accordance with Board Policies Numbers 7215 through 7215.3, I hereby request that my assignment be reduced to 60 % of my regular assignment, beginning the academic year 2017-18 for a period of 3 year(s).
(1-5)

It is my understanding that I will be required to retire at the end of the 2019-20 academic year.

Ana Torres Bower
Signature of Requesting Employee — February 1, 2017 — Date

Rachel G Mason
Signature of Immediate Manager — 2-2-2017 — Date

Signature of Appropriate Vice President — 2/16/17 — Date

Signature of President-Superintendent — 2-13-17. — Date

Approved by the Board of Trustees: _____
Date

In Applications for reduced workload must be submitted to the appropriate Vice President prior to February 1 of the academic year preceding the beginning of the reduced workload assignment.

Presented to the Board of Trustees: March 1, 2017
Date

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 51

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 80% prior to retirement for Ms. Lorraine Gersitz effective for a period of five academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Ms. Lorraine Gersitz, Full-Time Associate Professor (Library), has submitted the attached request for reduced workload prior to retirement.

Ms. Lorraine Gersitz has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. Her request is for a 80% workload for a period of five academic years beginning at the start of Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022. This request was received by Human Resources on January 30, 2017, and it has been reviewed and approved by: Ms. Shawna Baskett, Dean of Academic Success, Mr. Rick Miranda, Acting Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

Cerritos College
Office of Human Resources
(562) 860-2451, Extension 2284
www.cerritos.edu/hr

Application for Reduced Workload Prior to Retirement for Academic Employees

Name: LORRAINE GERSITZ

Division: LRC - LIBRARY

In accordance with Administrative Procedure 7210, I hereby request that my assignment be reduced to 80 % of my regular assignment, beginning the academic year 2017 for a period of 5 year(s).

It is my understanding that I will be required to retire at the end of the 2021-2022 academic year.

Signature of Requesting Employee — Date: 1/19/17

Signature of Immediate Manager — Date: 1/19/17

Signature of Appropriate Vice President — Date: 1/19/17

Signature of President-Superintendent — Date: 1-27-17

Approved by the Board of Trustees: _____
Date

Applications for reduced workload must be submitted to the appropriate Vice President prior to February 1 of the academic year preceding the beginning of the reduced workload assignment.

Presented to the Board of Trustees: March 1, 2017
Date

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 52

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Dr. Stephen Johnson
Vice President, Student Services

SUBJECT: Consideration of Approval and/or Ratification of Employment of Interim Associate Dean, Student Health and Wellness Services

ACTION
It is recommended that the Board of Trustees approve and/or ratify the employment of Ms. Chris Kiger in the position of Interim Associate Dean, Student Health and Wellness Services. Effective march 1, 2017, or later as needed.

FISCAL IMPACT
Ms. Kiger will be compensated at Grade 35, Step 8 ($11,694.00) of the Management Salary Schedule. This is budgeted in the Student Health Services (69.0) restricted fund.

REPORT SUMMARY
The regular position of Associate Dean, Student Health and Wellness Services is held by Dr. Hillary Mennella. The position oversees the provision of multiple clinical health services to students, provides health education to the campus, and is integral to the college's student crisis response, including provision of Title IX-based services. Dr. Mennella will be away on leave for approximately six months, with anticipated start date of April 1, 2017 and end date of September 30, 2017. The dates are subject to change. Ms. Kiger brings extensive depth and breadth of knowledge to college student health services, including demonstrated understanding of and excellent facility with serving the needs of a highly diverse student body, out of her extensive experience up to her retirement as the leader of student health services at Irvine Valley College. Additionally, she served in this interim capacity here once before, immediately prior to Dr. Mennella's start in this position in 2014. All requirements for employment processing have been completed and the Office of Human Resources cleared Ms. Kiger for employment.

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: **March 1, 2017**
Agenda Item No. 53

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Request for Unpaid Leave of Absence: Pamela Lewandowski, Assistant Professor (Mathematics Department)

ACTION
It is recommended that the Board of Trustees approve Pamela Lewandowski's request for a 46.67% unpaid leave of absence due to personal reasons for the period of January 9, 2017 through May 18, 2017.

FISCAL IMPACT
Replacement cost may or may not have a financial impact depending on substitute's salary rate.

REPORT SUMMARY
According to the provisions of Article 28 of the Cerritos College Faculty Federation, Local 6215, Collective Bargaining Agreement, a full-time faculty unit member may request an unpaid leave of absence for personal reasons. Requests for unpaid leave of absence for more than five days but less than one calendar year must be placed on the Board agenda for consideration of approval by the Board of Trustees. Ms. Lewandowski submitted a request for an unpaid leave of absence due to personal reasons for the period of January 9, 2017 through May 18, 2017. The immediate supervisor, Ms. Connie Boardman, Instructional Dean of Science, Engineering, Mathematics, and Mr. Rick Miranda, Acting Vice President of Academic Affairs, reviewed and recommended approval of Ms. Lewandowski's unpaid leave request.

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: **March 1, 2017**

Agenda Item No. 54

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Citizens' Bond Oversight Committee Membership

ACTION

It is recommended that the Board approve the appointment of Alan Gafford as a bona-fide taxpayers organization member and Parimal Shah as a business organization member to the Citizens' Bond Oversight Committee for two-year terms effective March 2, 2017.

FISCAL IMPACT

No financial impact.

REPORT SUMMARY

According to the adopted Citizens' Bond Oversight Committee Bylaws, members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the President/Superintendent or designee will review the applications; and (c) the President/Superintendent or designee will make recommendations to the Board.

The bylaws state that the committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit: one student enrolled and active in a community college support group, such as student government; one member active in a business organization representing the business community located in the district; one member active in a senior citizens' organization; one (1) member active in a bona-fide taxpayers association; one member active in a support organization for the college, such as a foundation; and two members of the community at-large.

There is a vacancy on the Citizens' Bond Oversight Committee for a bona-fide taxpayers association member and business organization member. Mr. Alan Gafford is interested in serving as the bona-fide taxpayers association member. Mr. Gafford is currently the owner of Gafford Group and a member of the Howard Jarvis Taxpayers Association. As a district taxpayer, he wants to ensure the prudent expenditures of taxpayer-funded construction projects in the Cerritos Community College District. Mr. Parimal Shah is interested in serving as the business organization member. Mr. Shah is currently the president of Pioneer Realty & Investments in Artesia. He has been in the real estate business for more than 30 years and a construction developer. He studied at Cerritos College and interested in giving back to his community.

NOTICING REQUIREMENTS

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 56

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

SUBJECT: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

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, 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: March 1, 2017
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
16C0138	Independent Audit Services	February 6, 2017	Annual auditing services for fiscal year ending June 30, 2017 and 2018, with the option to extend services for three succeeding years thereafter. The annual audit shall include an audit of all funds and accounts under the jurisdiction and control of the District, including Measure CC and Measure G, and will include the Cerritos College Foundation as an optional engagement.	Business Services

*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: **March 1, 2017**
Agenda Item No. 57

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Patricia Robbins-Smith
Director of Community Education

SUBJECT: Consideration of Acceptance of Mid-Term Accreditation Report

ACTION
It is recommended that the Board of Trustees accept the Mid-Term Accreditation report, as revised.

FISCAL IMPACT
No cost to the district.

REPORT SUMMARY
The college is accredited by the Accrediting Commission and Junior College Western Association of Schools and Colleges (ACCJC). The term of the accreditation is normally six years. The accreditation process requires the college to submit a mid-term report which is due March 15, 2017.

A draft of the mid-term Accreditation report was distributed for review. Staff has modified the report to include feedback submitted by the college community. The report meets the requirement of the ACCJC to communicate progress towards the Commission's recommendations in a concise and accurate fashion.

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

ATTACHMENT(S)
2017 Accreditation Mid-Term Report

Cerritos College 2017 Accreditation Mid-Term Report

Cerritos College

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Certification Page of the Mid-Term Report

Date: March 15, 2017

To: Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges

From: Dr. Jose Fierro, President/Superintendent
Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650

We certify that there was broad participation by the campus community, and believe the Mid-Term Report accurately reflects the nature and substances of this institution.

Signatures

_____

Dr. Jose Fierro, President/Superintendent

_____

Zurich Lewis, President - Board of Trustees

_____

Rick Miranda, Accreditation Liaison Officer/
Acting Vice President – Academic Affairs

_____

Michelle Lewellen, President, Faculty Senate

_____

Lynn Laughon, President, California School Employees Association

_____

Frank Mixson, Accreditation Co-Chair, Faculty


Report Preparation

Report Preparation

The Mid-Term Report addresses concerns identified by the Accreditation Commission of Community and Junior Colleges (ACCJC) in the letter addressed to Dr. Linda Lacy, then Cerritos College President/Superintendent, dated July 3, 2014. This report demonstrates that the college has taken action to put into place the eight improvements for Institutional Effectiveness, cited as college recommendations 1, 5, 6, 7, 8, 9, 10, and 11.

Following the evaluation report in July 2014, the college invited the campus community to attend a forum on July 22, 2014 to discuss the ACCJC recommendations. At this forum, a timeline for addressing the three identified deficiencies was developed, and a Follow-Up Report was submitted on March 15, 2016. This Mid-Term Report addresses the eight recommendations for improvement that the visiting accrediting team had listed in their original site visit report.

To ensure widespread college involvement in addressing the Commission's recommendations, team leaders were identified to develop and oversee a work plan for each recommendation. This Mid-Term Report has been shared with various campus constituency groups (e.g., Coordinating Committee, Planning and Budget, Faculty Senate, etc.). This assures that all plans for improvement have been informed by input from the entire campus community.

The Accreditation Committee members and the team members for college recommendations 1, 5, 6, 7, 8, 9, 10, and 11 are provided below:

College Committee on Accreditation

Rick Miranda - *Acting Vice President – Academic Affairs/Accreditation Liaison Officer*
Frank Mixson - *Faculty Co-Chair - Appointed by Faculty Senate*
Kristi Blackburn - *Dean – Institutional Effectiveness, Research & Planning*
Renee De Long - *President, Association of Cerritos College Management Employees*
Michelle Lewellen – *President, Faculty Senate*
Lynn Laughon – *President, California State Employees Association, Chapter 161*
Dr. Solomon Namala – *President, Cerritos College Faculty Federation*
Saul Lopez – *President, Associated Students of Cerritos College*
Andrea Wittig – *Confidential Representative*

College Committee on Student Learning Outcome for Recommendations 1 and 5
Manager: Kristi Blackburn
Faculty: Michelle Lewellen

College Committee on Student Learning Outcome for Recommendation 6
Manager: Rachel Mason, Connie Boardman, Sandra Marks
Faculty: Mark Fronke, Frank Mixson

College Committee on Student Learning Outcome for Recommendation 7
Managers: Renee De Long, Lucinda Aborn
Faculty: Armando Soto, Traci Ukita

College Committee on Student Learning Outcome for Recommendations 8 and 9
Manager: Shawna Baskette
Faculty: Lorraine Gersitz, Deb Moore, Monica Lopez, Paula Pereira, Stephanie Rosenblatt

College Committee on Student Learning Outcome for Recommendations 10 and 11
Manager: Adriana Flores-Church, Harry Joel
Faculty: Tim Juntilla

Annual Report/Institutional Standards
Manager: Rick Miranda
Faculty: Michelle Lewellen

Annual Fiscal Report
Manager: Noorali Delawalla
Faculty: Scott O'Neil

_____

Dr. Jose Fierro
President/Superintendent

Response to Team Improvement Recommendations

RESPONSE TO TEAM IMPROVEMENT RECOMMENDATIONS

RECOMMENDATION #1: PLANNING AND EFFECTIVENESS

In order to increase effectiveness, the team recommends the college clearly demonstrate how assessment is utilized in the integrated planning and resource allocation cycle for human resources, information technology, and fiscal services to improve institutional effectiveness. (I.B.4)

In 2013-2014, the college undertook the development of software called Program Review Plus (PR+) for its program review and planning process. This software was to create a direct link between data analysis, goal-setting, and resource allocation. With this software, truly integrated planning would move from a concept to reality.

In 2014, the programmer developing and coding the software was appointed to an interim management position in the college's Information Technology Department. This brought further work on PR+ to a temporary halt. Despite the software not being ready for implementation by Fall 2015 as planned, the college was still able to make use of PR+ for unit planning. At the time, the software was not yet programmed for resource allocation requests, so allocation requests continued to be completed on spreadsheets which were then moved through existing approval procedures (units to divisions and then to the appropriate area Vice Presidents).

During this time, the Institutional Effectiveness, Research & Planning (IERP) Division loaded data into the PR+ "shells" to enable each program to make use of data to assess their programs during program review. While academic program review is peer reviewed every six years, moving to a software that integrates resource allocation requests provides units and programs with the ability to update their assessment and data analysis as needed (annually, bi-annually, etc.). With the programming logic of PR+, data analysis results in goal-setting which in turn leads to activities which result resource allocation requests (if applicable).

Simultaneously, the Instructional Program Review (IPR) Committee of the Academic Senate updated its Program Review Manual. Significant revisions to the manual included two new appendices: Appendix F which reported on Student Learning Outcomes (SLO) action plans, and Appendix G which provided a more detailed explanation of data elements, and also included examining data for Institution Set Standards down to the granular level of their program (where data was available).

In addition to the data uploads, faculty are now able to upload their own data and/or summaries into PR+ in the data section. Faculty received training on this capability at both IPR and SLO Committee meetings as well as at the October 2015 retreat, where PR+ debuted.

Over the past year, additional process refinement of reporting SLO assessments has taken place in the SLO Committee and in the IPR Manual. The most recent updates to the Manual have provided clearer guidance to faculty on reporting assessment outcomes as they relate to resource allocation requests.

The programming of PR+ has been completed and we have moved out of the testing phase and are now in full implementation as of December 1, 2016. The software allows users to "roll up" from the Unit Plan level to the Division Plan level, where resource allocation requests can be populated into the next step of planning as needed. In addition, once the Deans and/or Directors complete their Division Plans, the area Vice Presidents will also be able to "roll up" the allocation requests for prioritization. The college is able to extract both Human Resources and IT resource allocation requests, which have been prioritized first by the unit, then by the Division, and ultimately by the area Vice Presidents and Planning and Budget Committee.

Evidence
IPR Committee meeting minutes
PR+ Task force meeting notes
SLO Committee meeting minutes
Presentations on Integrated Planning using PR+ (10/16 for faculty; 12/16 for managers)

RECOMMENDATION #5

In order to increase effectiveness, the team recommends each part of the integrated planning process cycle should be assessed and results should be analyzed to allow for continuous quality improvement of the integrate planning process. (I.B.6)

The college's Educational Master Plan (EMP) cycle coincided with this recommendation in a serendipitous way, and presented the perfect opportunity to improve the campus-wide planning process. The college engaged in a variety of comprehensive evaluations as we examined processes, data, and feedback at the macro and micro levels. Two groups were formed to provide further input and guide this process: the Project Management Team (PMT) and Strategic Planning Committee (which consists of PMT members with additional college constituents represented). In addition, several planning documents have been presented to the Planning and Budget Committee to further solidify the planning process.

To assist in EMP development, the college contracted with MIG, Inc. MIG conducted focus groups with all campus constituencies and college partners. Following the Strengths, Weaknesses, Opportunities, and Threats method, each group has provided valuable feedback and made the process more inclusive. MIG also collaborated with the Institutional Effectiveness, Research & Planning (IERP) Division to create a survey to obtain additional information on such campus-wide issues as the college's mission statement, guiding values, etc. IERP also disseminated a survey to those involved in campus planning to evaluate the effectiveness of each step of the process. The survey results were shared with the Planning and Budget Committee, as well as the EMP consultants for distribution to the Project Management Team and Strategic Planning subgroups working on the EMP.

Evidence
Planning and Budget Committee meeting minutes; documents
MIG: SPC and PMT meetings (see summaries and diagrams), Focus Groups, Survey results
IERP Survey results
Draft of EMP (which will be in progress at time of mid-term report submission)
Updated Mission Statement (Board meeting minutes)

RECOMMENDATION #6

In order to increase effectiveness, the team recommends that all student learning outcomes be made available to students and prospective students. (II.A.6).

The college makes Student Learning Outcomes (SLOs) available to current students by listing them on course syllabi. Faculty are requested to upload their course SLOs with Rosters Plus software and a recent campus survey showed that 95% have done so (see Evidence, below). Prospective students may view course SLOs on the SLO website on the Institutional, General Education Program and Course page.

Evidence

Institutional, General Education Program and Course SLOs are available to the campus community including prospective and current students on the SLO Committee's website: http://cms.cerritos.edu/slo/course-degree-and-certificate-slos/directory-of-slos-at-cerritos-college.htm

General Education SLOs are available at: http://cms.cerritos.edu/slo/program-slos/general-ed-competencies-and-slos.htm.

Institutional SLOs are available at: http://cms.cerritos.edu/slo/institutional-slos/institutional-competencies-and-slos.htm.

Faculty are required to include their course SLOs in their syllabi. Deans have access to faculty syllabi through Rosters Plus and can confirm that SLOs are properly displayed. In May 2016, the SLO Committee surveyed full-time and part-time faculty. One-hundred and ninety faculty members responded to this statement: "I have SLOs on my syllabus for all my classes." Of these, 91% responded "strongly agree; 3% responded "somewhat agree"; 2% responded "somewhat disagree"; and 1.5% responded "strongly disagree." Two percent responded "N/A".

RECOMMENDATION #7

In order to increase effectiveness, the team recommends the college reevaluate the number of assessments in Counseling per year in order to improve the timeliness of the SLO/AUO assessments and institutionalize a comparable campus-wide program planning and SLO/AUO assessment cycle for all areas of the college.

At the time of the 2014 team visit, Counseling noted all SLOs pertaining to Counseling (COUN) classes and services provided by the department. There were 13 SLOs across the four current COUN classes (SLOs exist for all COUN courses, but half had not been offered for several semesters or more). Four additional SLOs were identified that pertained to services offered by the department. The SLOs for most active courses are assessed annually, with the exception of COUN 10 - Career Planning. The instructors are currently developing a plan to conduct direct assessment of the SLOs for that class.

With respect to the Counseling department SLOs, it is true that only one of the four SLOs was being assessed at the time of the team visit. To improve timeliness, Counseling has linked its SLO efforts with the Area Wide/Institutional SLOs and has dedicated six counselors and one classified staff member to SLO-related activities. In addition, the Dean of Counseling, as well as other Student Services personnel, have participated in the Area Wide SLO committee for eight years. Of the Area Wide SLOs, the committee is assessing only one this year to complete the assessment cycle*: SLO #3—Students will feel a sense of self, belonging and social connection that promotes well-being and goal attainment*.

The Counseling Department also provides leadership and expertise to Student Services SLO development. Dr. Jan Connal, a department counselor, coordinates the Area Wide SLO committee and assures the content and Counseling SLOs are consistent with Area Wide SLO and institutional program planning.

Evidence
Overview of Student Campus Services SLOs:
http://cms.cerritos.edu/slo/student-services-slos/overview-of-student-and-campus-services-slos.htm

Student Services SLO Reports by Year:
http://cms.cerritos.edu/slo/student-services-slos/student-services-slo-reports.htm

RECOMMENDATION #8

In order to increase effectiveness, the team recommends that the college develop and implement an assessment plan that will measure the effectiveness of library resources and services in enhancing student achievement of identified learning outcomes. (II.C.1.a)

This recommendation pertains to library services and resources. In addition to institutional and General Education Student Learning Outcomes (SLOs), the Library has established objectives for its resources and services.

Specifically, the Committee recommended that an assessment of Library resources be conducted to document the breadth and depth of the collections in order to support their efficient use. In response to this recommendation, the Library first identified the educational and institutional SLOs and objectives that drive all of its decisions regarding services offered, management of its resources, and the development of its faculty and staff.

Detailed plans were then developed to conduct assessments of all Library collections, including print and online books, print and online periodicals, video and audio media, and databases. Assessments were also outlined for all services offered by the Library, including references, reserves, circulations, open hours, and the Library website.

Student focus groups, and other ongoing assessments and surveys will begin in Spring 2017 to help ensure that the Library services and collections are being used effectively by students to support their academic success.

Evidence
Please see files at the following site: http://libraryguides.cerritos.edu/LibraryAssessment

RECOMMENDATION #9

In order to increase effectiveness, the team recommends that the college develop a more formal structure to ensure that students are acquiring necessary information literacy. (II.C.1.b)

The Committee recommended that the college adopt more formal processes and structures to improve the attainment of student information literacy skills. Plans were developed to address this recommendation, including: cross-curricular Student Learning Outcome (SLO) development for information literacy, competency mapping in all campus academic departments, ongoing information literacy assessments, and ongoing development of a campus-wide information literacy standards.

Initial results of these assessments indicate that students are achieving the required levels of information literacy in their courses.

Evidence
Assessment results can be found at: http://lgdata.s3-website-us-east-1.amazonaws.com/docs/1038/1546780/SummaryGESLO_Assessments.pdf

Recommendation #10

In order to increase effectiveness, the team recommends Human Resources evaluate all personnel evaluations systematically and at stated intervals based on existing Board policy, procedures, and collective bargaining agreements. (III.A.1)

In July 2014, the Vice President of Human Resources addressed the Committee's recommendation by reviewing and revising Human Resources procedures concerning employee evaluations.

Employee evaluations are sent out to the appropriate manager according to schedules set in Board policies, procedures, and collective bargaining agreements.

- For Classified and Confidential employees, managers receive initial notification a month in advance to the deadline. Reminder notices are sent to managers 10 days prior to the due date. A list of evaluations that have not been received five days prior to the due date is generated and the Director of Diversity, Compliance, and Title IX Coordinator follows up with the appropriate managers.

- For First Year Probationary Contract Faculty, Second Year Probationary Contract Faculty, and Adjunct Faculty, managers receive initial notification after the first payroll of fall and the spring semesters. Reminder notices are sent to Instructional Deans and the Division Administrative Secretaries a month before the end of each semester. Prior to the end of the semester a list of evaluations that have not been received is generated and the Director of Diversity, Compliance, and Title IX Coordinator follows up with the appropriate Dean(s).

- For Third Year Probationary Contract Faculty, Fourth Year Probationary Contract Faculty, and Full-Time Faculty, managers receive initial notification after the first payroll of the academic year. Reminder notices are sent to Instructional Deans and the Division Administrative Secretaries a month before the end of the academic year. Prior to the end of the academic year, a list of evaluations that have not been received is generated and the Director of Diversity, Compliance, and Title IX Coordinator follows up with the appropriate Dean(s).

- Managers receive initial notification in March. Reminder notices are sent to the supervisors of each the last week May or earlier if the manager is due for a 360 performance evaluation. A list of evaluations that have not been received 10 days prior to the due date is generated and Vice President of Human Resources follows up with the appropriate supervisor(s).

For tracking purposes, completed employee evaluations are recorded in the PeopleSoft system and a manual report. The completed evaluation is placed in the employee's personnel file in accordance with Board policies, procedures, and collective bargaining agreements.

Evidence

CCFF collective bargaining agreement (Article 6 – Evaluation):
http://cms.cerritos.edu/uploads/hr/CCFF%20Collective%20Bargaining%20Agreement/CCFF_Faculty_Contract_7_1_2015_to_6_30_2018_v2.pdf

CSEA collective bargaining agreement (Article 10 – Evaluation):
http://cms.cerritos.edu/uploads/hr/Classified%20Bargaining%20Agreements/2013_2016_CSEA_Bargaining_Agreement_Final_Electronic.pdf

Classified Evaluation Guidelines:
http://cms.cerritos.edu/uploads/hr/classified_employee_performance_guidelines.pdf

Management Evaluation Process:
http://cms.cerritos.edu/uploads/hr/2016_Management_Evaluation_Process_v1.pdf

Board Policy 7114:
http://cms.cerritos.edu/uploads/Board/Board%20Policies/Policies%20Pending%20Review/7100__web_.pdf

Recommendation #11

In order to increase effectiveness, the team recommends securing all personnel records on a consistent basis and improving internal controls for access by employees and Human Resources personnel based on post-interview site assessment. (III.A.3.b)

First, since moving to their new location in the Multipurpose Building in December 2014, Human Resources no longer has problems storing or securing personnel records and recruitment files. Only Human Resources management and confidential personnel have access to this file room and the keys to unlock the file cabinets. Additionally, there is a camera inside the file room which further monitors file access. Confidential files and materials not stored in the file room are kept in secure file cabinets or drawers in an area designated to a specific Human Resources staff member or managers.

Second, prior to the site visit, recruitment materials (e.g., employment applications packages, etc.) were done by paper. The institution implemented a new Applicant Tracking System in November 2015, which eliminated paper applications. Recruitment materials are stored securely and digitally in the PeopleAdmin system.

Third, employees can access their personnel files by making an appointment with Human Resources. Employees can review their personnel file in the Human Resources Office and request a copy of documents from their personnel file, according to Board policies, procedures, and collective bargaining agreements.

Evidence

Board Policy 7023 – Personnel Records:
http://cms.cerritos.edu/uploads/Board/Board%20Policies/Policies%20Pending%20Review/7000__web_.pdf

CCFF collective bargaining agreement (Article 32) – Personnel Files):
http://cms.cerritos.edu/uploads/hr/CCFF%20Collective%20Bargaining%20Agreement/CCFF_Faculty_Contract_7_1_2015_to_6_30_2018_v2.pdf

Request for information in personnel file:
http://cms.cerritos.edu/uploads/hr/Request_for_Inform_in_Pers_File_2015.pdf

PeopleAdmin (Employment Opportunities):
https://cerritos.peopleadmin.com


Data Trend Analysis

DATA TREND ANALYSIS

ANNUAL REPORT – INSTITUTION-SET STANDARDS

Category	***Reporting Year***		
STUDENT COURSE COMPLETION STANDARD	**2014**	**2015**	**2016**
Standard	69.9%	83%	83%
Performance	71%	83%	83%
Difference between Standard & Performance	+1.1%	0%	0%

Data Analysis. The college met its course completion standard and, in doing so, reestablished the standard of 83% for the next reporting cycle. Studies suggest the reasons for non-completion include internal and external factors including increased numbers of under-prepared students and/or students who face financial hardship. Studies make a distinction between students who abandon their courses early versus late in the semester. Factors in early withdrawal include greater than anticipated workload/time commitment and lack of academic skills. Late withdrawal factors include changes in personal circumstances, domestic commitments/problems, and fear of failure. The college maintains its performance standard with a student-centered environment that begins with pre-counseling in developing individualized educational plans. Instructors follow through with check-ins and timely monitoring and intervention when students face challenges. The college's data shows consistent performance in the category of student course completion across all three reporting years.

Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	**Reporting Year**		
DEGREE COMPLETION	**2014**	**2015**	**2016**
Standard	1235	1235	1194
Performance	1209	1039	1039
Difference	-26	-196	-155

Data Analysis. The college did not meet its degree completion standards; however, the college maintained degree completion totals from last year's report and, in doing so, established a new standard of 1167 for the next reporting cycle. Studies on degree completion make a distinction between students who complete all lower-division requirements before transferring and students who transfer with only a few courses completed. Recently, California community college students increasingly complete lower-division requirements at more than one institution. Students who complete only a few lower-division requirements and students who complete units at more than one institution present challenges in tracking degree competition. More traditional barriers for completion remain significant and include such as successful completion of pre-college coursework and maintaining full-time enrollment status. The college works to establish

programs to help align general education and major preparation coursework. The college is also committed to better alignment with feeder schools through enhancing our outreach to families around college preparation, admissions, and financial aid.

Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	**Reporting Year**		
CERTIFICATE COMPLETION	**2014**	**2015**	**2016**
Standard	549	549	613
Performance	745	665	773
Difference	196	116	160

Data Analysis. The college exceeded its certificate completion standard and~~,~~ in doing so, established a new standard of 657 for the next reporting cycle. The policy research on career technical education entails setting standards for academic and workplace rigor in all sectors of the economy with a focus on real-world skills that enhance all learning. Particularly, CTE skill-building and knowledge begins with early primary/secondary education. The college has taken a proactive attitude on connecting with our regional career and workforce development partners and our feeder schools to develop strong certificates in career technical education. The college's offerings are robust and include training in building trades, automotive industry, and allied health occupations. The college's notable performance in this area continues to be extraordinary.
Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	***Reporting Year***		
TRANSFER	**2014**	**2015**	**2016**
Standard	882	882	901
Performance	790	1060	1039
Difference	-92	178	138

Data Analysis. The college exceeded its transfer standards and, in doing so, established a new standard of 951 for the next reporting cycle. Studies on degree completion make a distinction between students who complete all lower-division requirements before transferring and students who transfer with only a few courses completed. California community college students increasingly complete lower-division requirements at more than a one institution. Students who complete only a few lower-division requirements and those who complete units at more than one institution present challenges in tracking degree competition. More traditional barriers for completion remain significant and include successful completion of pre-college coursework and maintaining full-time enrollment status. The college has complied with instituting state

mandates for associate transfer degrees. With additional ways students can transfer, the college will continue to exceed its standards. The college also established a program to improve alignment between general education and major preparation coursework. The college is also committed to better alignment with feeder schools through enhancing our outreach to families around college preparation, admissions, and financial aid.

Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	**Reporting Year**		
LICENSENSURE PASS RATE (Average of all programs)	**2014**	**2015**	**2016**
Standard	78.5%	78.5%	78.5%
Performance	89.3%	92.3%	93.2%
Difference	+10.8%	+13.8%	+14.7%

Data Analysis. The college slightly exceeded its licensure pass rate standard.

Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	**Reporting Year**		
EMPLOYMENT RATE (Average of all programs)	**2014**	**2015**	**2016**
Standard	77.5%	77.5%	62%
Performance	92.3%	88.5%	82.8%
Difference	+14.8%	+11%	+20.8%

Data Analysis: The college substantially exceeded its employment rate standards.

Note: The college differentiates between set-institutional standards and institutional goals documented in the Educational Master Plan and other planning documents. The Standards are minimum performance thresholds that are maintained, evaluated, and adjusted based on a five-year average. The five-year average set-institutional standard (minimum performance threshold) resulted from discussion and agreement with campus constituents. The college will continue to track the minimum performance threshold with the annual, five-year data adjustment calculation.

Category	Reporting Year		
STUDENT LEARNING OUTCOMES ASSESSMENT	**2014**	**2015**	**2016**
Number of Courses	1339	1287	1289
Number of courses assessed	1116	1156	625
Number of Programs	3	171	165
Number of Programs assessed	3	165	81
Number of Institutional Outcomes	4	12	4
Number of outcomes assessed	4	12	4

Data Analysis. Cerritos College continues to improve the quantity and quality of SLO assessments. SLO assessments happen in the Fall and Spring semesters of each year, and the total number of outcomes assessed remains constant for the last three years. Although the trend shows a marked decrease in the amount of course assessed for 2016, this number may be low because all courses assessed may not have been collected in Spring 2016 when this data was reported. The College will continue to improve the assessment completion with the goal of assessing all SLOs each semester. Additionally, the college will now focus on providing assessment results to faculty in a timely manner, to facilitate improvement plans and long-term strategic planning through the Instructional Program Review process.

FISCAL REPORT

Category	Reporting Year		
GENERAL FUND PEFORMANCE	**2014**	**2015**	**2016**
Revenues	$98,550,681	$110,707,129	$132,301,062
Expenditures	$94,516,045	$101,918,231	$126,590,310
Expenditures for Salaries and Benefits	$81,580,952	$86,654398	$92,554,003
Surplus/Deficit	$4,034,636	$8,788,897	$5,710,752
Surplus/Deficit as % of Revenues (Not Operating Revenue Ratio)	4.09%	7.94%	4.32%
Reserve (Primary Reserve Ratio)	20.19%	27.35%	26.53%
Data Analysis: An increase in revenue was the result of the State restoring system access by offering growth funding to the college. Cerritos College added 877 FTES between 2014 and 2016 to earn additional revenue. The State also fully funded COLA during this time. The increased funding in categorical programs such as Student Success and Support Programs, Student Equity, DSPS, EOPS and Deferred Maintenance and Instructional Equipment contributed to a surplus in General Fund. One-time funding from Mandated Cost Reimbursement of $9,233,184 and STRS and PERS liability funds of $3,966,816 were set aside to fund our GASB 45 retiree liability as well as STRS and PERS liability.			
Category	**Reporting Year**		
OTHER POST-EMPLOYMENT BENEFITS	**2014**	**2015**	**2016**
Actuarial Accrued Liability (AAL) for OPEB	$15,494,306	$15,494,306	$15,494,306
Funded Ratio (Actuarial Value of plan Assets/AAL)			
Annual Required Contribution (ARC)	$1,243,189	$1,243,189	$1,243,189
Amount of Contribution to the ARC	$1,137,901	$1,226,387	$9,223,184
Data Analysis: Before fiscal year 2015-2016, the college was using the "pay as you go" funding model for the retiree benefits. In 2015-16 with one-time funding from the State, $9,233,184 was utilized to fully fund GASB 45 liability. This will reduce General Fund expenditures by approximately $1.2 million each year.			
Category	**Reporting Year**		
ENROLLMENT	**2014**	**2015**	**2016**
Actual Full Time Equivalent Enrollment (FTES)	16,864	17,790	17,741
Data Analysis: The State restored system access by offering growth funding which resulted in increased in FTES by 5% between 2013 – 14 through 2015-16 or 877 FTES.			

Category	Reporting Year		
FINANCIAL AID	**2014**	**2015**	**2016**
USDE official cohort Student Loan Default Rate (FSLD – 3 year rate)	14.70%	17.10%	18.90%
Data Analysis**:** Several factors contribute to increase the default rates. The formula – number of students in repayment versus number of students in default, loss of income, inability to make loan payments, and unfortunately, unwillingness to repay loan debt. Cerritos College has recently partnered with ECMC Solutions to reduce the number of students in default. ECMC's default management services provide a combination of innovative technology and individual attention to support the best interests of the borrowers. They provide one-on-one student loan repayment counseling, custom plans and in-depth analytics, and effectively work with schools and loan servicers to help student borrowers successfully repay their loans and avoid incurring additional debt. The Financial Aid Department provides student loan workshops that educate students on types of student loans available, interest rates, lifetime loan limits, loan repayment options, and consequences of loan default. Cerritos College's loan participation rate is extremely low (less than 1%).			

Self-Identified Improvement Plans

PLANS ARISING OUT OF THE SELF-EVALUATION PROCESS

Self-Identified Improvement Plans Related to Recommendation #6

Self-Identified Improvement Plan - II.A.2.a

The institution uses established procedure to design, identify learning outcomes for approving, administration, delivery and evaluation of courses and programs. The institution recognized the central role of its faculty for establishing quality and improving instructional courses and programs

Actionable Improvement Plan. The college will continue to integrate the curriculum SLO and IPR processes so that each process will inform the other and serve as the basis for improved planning and budget development.

Response. While the college has been employing eLumen as its SLO management software for several years, it has recently begun making use of its curriculum process as well. This has made it possible to integrate the curriculum, SLO, and IPR processes.

These integrated processes begin with the course curriculum. The departments develop and maintain course outlines of record (COR) identifying the objectives and outcomes of each course. The curriculum process includes a three-year review of each COR to ensure their relevance. The eLumen learning management system allows better COR tracking, which ensures that departments receive timely notifications of CORs that need reviewing and updating.

The eLumen program not only facilitates the management of course outlines of record, but also integrates the curriculum and SLO modules. In this way the student learning outcomes associated with each COR are automatically populated in the department's SLO module. In this way, the SLOs being assessed in the courses are the same SLOs that appear on the COR. Moreover, eLumen is used for the assessment and collection of SLO data. The faculty may use the rubrics or upload spreadsheets in order to collect the assessment data. The course assessment data is automatically rolled up into the department's degree and/or certificate SLOs through the mapping function. This function links specific course SLOs to degree and/or certificate SLOs.

Finally, the eLumen software allows greater integration of the SLO and the IPR process. The SLO results for both the courses and the degrees/certificates are aggregated so that they may be employed in the department's annual program and six-year program review process. As trends develop in SLO assessment data, faculty will be able to analyze those trends and develop plans for improving negative trends and enhancing positive trends. As part of their goal development departments identify budgetary requests which are then fed into the college's overall budget and planning process.

Self-Identified Improvement Plan - II.A.2.b

The institution relies on faculty expertise and the assistance of advisory committees when appropriate to identify competency levels and measurable student learning outcomes for courses, certificates, programs including general education and vocational education, and degrees. The institution regularly assesses student progress towards achieving those outcomes.

Actionable Improvement Plan. The college will continue to provide training and professional development to support faculty in the development of embedded, authentic, direct assessments of course level SLOs. It will also continue to explore technological solutions to retrieve and extract assessment results from embedded class assignments and tests. Finally, the college will implement the new method of aligning course SLOs to program SLOs as described above.

Response. The college has continued to explore technological solutions to retrieve assessment results and provide training to support faculty in these endeavors. The college works closely with eLumen to continue to develop its software to meet faculty needs. For instance, eLumen has developed a process by which Excel spreadsheets can be uploaded into eLumen, allowing the assessment data to be gathered in a single upload. Moreover, the SLO Coordinator has also developed eLumen user guides that assist faculty in completing each step of the assessment process: reviewing SLOs, identifying assessments, assessing the SLOs, inputting assessment results, and reporting assessment data. Finally, the SLO Coordinator has offered several workshops on how faculty can best utilize eLumen for their particular assessment needs.

The college has also made an investment in Par Score. This is a Scantron product that allows faculty who use multiple choice exams to collect SLO data from a class testing. The SLO Coordinator has met with individual departments to explain the process and has provided training in the use of the Par Score scanner.

Self-Identified Improvement Plan - II.A.2.e

The institution evaluates all course and programs through an ongoing systematic review of their relevance, appropriateness, achievement of learning outcomes, currency, and future needs and plans.

Actionable Improvement Plan. In the past five years, the college has made significant progress toward refining all three of these processes to provide a systematic method for identifying areas of instructional improvement. Additionally, the college has refined the institutional planning process to integrate individual program goals identified through the IPR process with the strategic plan. The college will continue its efforts to review course outlines through the curriculum process, assess learning outcomes through the SLO process, and conduct overall program evaluation through instructional program review.

Response. The college is transitioning from using CurricuNet to eLumen for its curriculum needs. We are working with the State to improve the software's interoperability with the Chancellor's Office to better facilitate the curriculum submission and approval process. Our previous planning process has been redesigned to incorporate the program review process, the curriculum review process and using the SLO date to assist in planning. This strategy integrates these instructional supports for more efficient analysis and program decision-making.

Self-Identified Improvement Plan - **II.A.4**

All degree programs include focused study in at least one area of inquiry or in an established interdisciplinary core.

Actionable Improvement Plan. The Academic Affairs Division is in the process of bringing all degrees into compliance with state standards. Academic Affairs continued to notify and work with departments with noncompliant degrees and mandated that if the degrees were not revised by Fall 2014 they would be eliminated.

Response. The 2015-2016 catalog had 11 non-compliant degrees. During the academic year, six of these programs had made revisions approved by the Chancellor's Office and are now compliant. Two of the 11 degrees were inactivated and replaced with an AA-T. That left three non-compliant degrees listed in the 2016-2017 catalog. For the first degree, a name change was submitted to the November 2016 curriculum meeting and will be sent for approval to the Cerritos Board of Trustees and then the Chancellor's Office. The second degree was revised to an AS-T and is awaiting Chancellor's Office approval. Once approved, the division will need to decide to either inactivate it or revise it. The third non-compliant degree was revised and submitted to the November 2016 curriculum meeting.

Self-Identified Improvement Plan - II.A.6.c

The institution represents itself clearly, accurately, and consistently to prospective and current students, the public and its personnel, through its catalogs, statements, and publications, including those presented in electronic formats. It regularly reviews institutional policies, procedures, and publications to assure integrity in all representations about it mission, programs, and services.

Actionable Improvement Plan. The college will improve the information it provides regarding Distance Education (DE) program achievement, as well as how effective the college is in reaching this particular student population. This will include more information about the DE program will be in the college catalog. The college will also develop a policy regarding information posted on DE department and program websites. Such a practice will provide for regular and systematic review and would ensure that department information posted is current and is consistent with other college information and publications.

Response. In the 2016-17 Cerritos College catalog information about the Distance Education Program is found on page 23. The information describes the nature of DE at Cerritos College, how these classes are identified in the class schedule, the process required to register for an online or hybrid class, and what DE students need to do to be successful.

The college is transitioning to the Canvas platform for its online course delivery, and the faculty Distance Educator Coordinator has developed an online Canvas tour and orientation for students. Links to this information are found on the DE website. The website was updated in the Spring 2016 and provides students an online orientation, information about registration, courses, support, and how to get started as a DE student at Cerritos College.

The Office of Institutional Effectiveness, Research and Planning has published an abundance of data about DE programs in the college Factbook, which is online and accessible to students and the general public. The data includes enrollment, retention and success rates in online courses from 2010-2015. There is also demographic data available covering the age, ethnicity, and gender of students enrolled in DE courses as well as the number of course offerings. This data is available at this link:
http://cms.cerritos.edu/uploads/ResearchandPlanning/IERP/Distance_Ed_reorg.pdf

The Office of Public Affairs is developing a policy to standardize the appearance of the webpages hosted by the college. The Faculty Academic Senate has recommended minimum

content for faculty web pages, which includes the instructor's name, Division/Department, office hours, office number, email address with link, and a schedule of instructor's classes as well as the date of the last update. These minimum content standards can be found on our website: http://cms.cerritos.edu/web-handbook/certification/standards/minimum-content.htm. Content must also not violate Cerritos College's Acceptable Use Policy: http://cms.cerritos.edu/web-handbook/certification/standards/acceptable-use-statement.htm

Self-Identified Improvement Plan - II.A.7.b

The institution establishes and publishes clear expectations concerning student academic honesty and consequences for dishonesty.

Actionable Improvement Plan. The college plans to further emphasize the principle of academic honesty by integrating it into the college's iFalcon student success initiative. "iFalcon" is an acronym in which each letter represents a "habit of mind" of successful students. This recommendation will use the "I" to represent Integrity, so that academic integrity is as widely discussed as the other qualities that characterize successful students.

Response. The college has yet to implement this plan. Discussions began in 2013, but as of yet publicizing that the "I" in iFalcon stands for Integrity has not been implemented.

Self-Identified Improvement Plans Related to Recommendation #7

Self-Identified Improvement Plan - II.B.3.a

The institution assures equitable access to all of its students by providing appropriate, comprehensive, and reliable services to students regardless of service location or delivery method.

Actionable Improvement Plan. In order to increase effectiveness, the team recommends the college re-evaluate the number of assessments in Counseling per year in order to improve the timeliness of the SLO/AUO assessments and institutionalize a comparable campus-wide program planning and SLO/AUO assessment cycle for all areas of the college.

Response. At the time of the 2014 team visit, the Counseling Services division noted all SLOs pertaining to Counseling (COUN) classes and Counseling services. There are 13 SLOs across the four actively offered COUN classes. There were four SLOs pertaining to Counseling services. Only one of these department SLOs was being assessed at the time of the team visit.

To address the Improvement Plan/Timeliness of SLO/AUO assessment and institutionalize a comparable campus-wide program planning cycle, the Counseling Division:

- Linked its SLO efforts with the Area-Wide/Institutional SLOs;
- Dedicated six Counseling Department counselors, one Counseling Department classified staff member, and the Dean of Counseling Services to attend the Area-Wide SLO meetings (the Dean of Counseling Services and many other Student Services personnel have been participants in the Area-Wide SLO committee for eight years);
- Assessed Area-Wide SLO #3—"*Students will feel a sense of self, belonging and social connection that promotes well-being and goal attainment"*—to complete the assessment cycle; and
- Provided leadership and expertise in Student Services Area-Wide SLO development. Dr. Jan Connal, counselor, coordinates the Area-Wide SLO Committee and verifies that the content and Counseling Department SLOs are consistent with Area-Wide SLO and institutional program planning.

Results and Analysis. Based on this Improvement Plan and its related objectives, the yearly number of assessments in the Counseling Division per year and the timeliness of SLO/AUO assessments have been institutionalized to meet the campus wide program planning assessment cycle.

Conclusion. The actionable improvement plan has been met.

Evidence.
Overview of Student Campus Services SLOs:
http://cms.cerritos.edu/slo/student-services-slos/overview-of-student-and-campus-services-slos.htm

Student Services SLO Reports by Year:
http://cms.cerritos.edu/slo/student-services-slos/student-services-slo-reports.htm

Self-Identified Improvement Plans Related to Recommendation #8

Self-Identified Improvement Plan - II.C.1.a - Library Resource Services

Relying on appropriate expertise of faculty, including librarians and other learning support services professionals, the institution selects and maintains educational equipment and materials to support student learning and enhance the achievement of the mission of the institution.

Actionable Improvement Plan. The library faculty and dean will develop and implement an assessment plan that will measure the effectiveness of library resources and services in enhancing student achievement of identified learning outcomes.

Response**.**

College Learning Outcomes Identified

GE SLO - Students gather, evaluate, interpret, and cite information from primary and secondary sources.

Institutional SLO - Students access important information, assistance, or resources to reach their goals.

A. *General Library: Non-Instructional Objectives*
- The Library provides a welcoming atmosphere to students.
- Library staff provides friendly service.
- Library resources are aligned with the college curriculum.
- The Library provides resources that allow students to achieve their academic goals.
- Library resources are readily available and easy to access.

B. *Assessment Plan: Resources.* Resources include all collections such as print and online books, print and online periodicals, media (video and audio), and databases.

- Librarians will assess the collection based on the six-year program review cycle to determine if the Library's resources meet the research needs of our students. (See "Assessing Resources in Conjunction with the Program Review Cycle" in online appendix at http://libraryguides.cerritos.edu/LibraryAssessment).

- Faculty from the reviewed departments will be surveyed to insure collections meet their assignment needs (see "Collection Development Using Course Assignments" in online appendix). A section on Library resources has been added to the 2017-2018 Program Review Handbook (see "Program Review Handbook" in online appendix).

- Library resources are added by Library Subject Specialists in cooperation with classroom faculty in various disciplines. Material check-out statistics will be analyzed to see if newly purchased titles are being used (see "New Book Checkouts" in online appendix).

- Coordination of curriculum additions and changes with collection development has been implemented. New titles are added as needed to support new and revised courses.

- Reserve book budget was increased as a result of student activism. Reserve statistics are analyzed to see if new reserve titles are being used. Additional copies are added as needed (see "New Reserve Item Checkouts" in online appendix).

- Faculty demand for streaming video prompted subscription to Kanopy Streaming Video Service. Promotion efforts have begun and use statistics are being analyzed.

C. Assessment Plan: Services. Services include reference, reserve, circulation, open hours, and the library website.

- Librarians currently collect and analyze statistics in order to measure the effectiveness of Library services to enhance student achievement of identified learning outcomes (see "Library Statistics" in online appendix). Service statistics include: gate count, reference, circulation, reserve, computer lab, database user, LibGuides, Library home page.

- Librarians will analyze statistics on number of book check-outs by major.

- Librarians will conduct exit surveys one week per year to determine student satisfaction on library meeting their information or resource needs (see "Library User Survey" in online appendix).

- Librarians will conduct student focus groups biannually to determine if students are able to successfully navigate the Library website to access information.

- Librarians at the reference desk will biannually administer a short multiple choice test to assess if students have learned how to access resources using the catalog and databases as a result of the reference session.

- Librarians will conduct biannual survey to faculty with the following questions: Are your students locating appropriate sources for their assignments? Do you bring students to the library for an instruction session or recommend them to a reference librarian? If you would like a librarian to contact you regarding these questions, please enter your email address.

Results and Analysis. The Library continuously collects statistics that provide information on the use of library resources and services. Usage suggests that the resources and services provided by the library are being used by students to access information that enables them to reach their academic goals. New assessment measures have been added. These additional statistics and results need to be analyzed along with the existing measures to ensure the Library continues to meet our students' information needs.

Additional Plans. The Library will begin conducting the student focus groups and biannual reference test and survey in Spring 2017.

Conclusion. The Library has developed a comprehensive assessment plan that will measure the effectiveness of Library resources and services in enhancing student achievement of identified learning outcomes. Implementation has been ongoing, measures have been enhanced, and assessment and analysis will continue.

Self-Identified Improvement Plans Related to Recommendation #9

Self-Identified Improvement Plan - II.C.1.b - Information Literacy

Students gather, evaluate, interpret, and cite information from primary and secondary sources. The institution provides ongoing instruction for users of library and other learning support services so that students are able to develop skills in information competency.

Actionable Improvement Plan. The college will develop a more formal structure to ensure that students are acquiring necessary information literacy.

Response. The campus has one GE SLO that addresses information literacy:

1. A number of years ago the Curriculum Committee determined that the information literacy (IL) SLO would be addressed across the curriculum in order to avoid adding additional units to GE requirements.
2. Departments that addressed information competency mapped their course SLOs to the General Education SLO above and this information was added to a matrix in eLumen.
3. Assessment results from departments addressing this SLO have been extracted from eLumen and are available in the online appendix. See "Summary of GE SLO Assessments" in online appendix at http://libraryguides.cerritos.edu/LibraryAssessment.
4. After this recommendation was initially issued, the SLO Committee asked the Library for a definition of information literacy and some ideas of how it could be addressed at the campus level. The Library supplied this information to the committee. The SLO Committee will determine whether further assessment of information competency is necessary.

Results and Analysis. Based on these initial assessment results, it appears that the majority of students are gaining competency in information literacy in classes that address this SLO.

Additional Plans. Faculty teaching the classes that assess information literacy should meet to discuss their results.

Conclusion. At this time, it appears that the campus is addressing the recommendation.

Evidence. The Accreditation Co-Chairs will summarize the evidence cited in the paragraphs above.

Self-Identified Improvement Plan - II.C.1.c - Online Tutoring

The institution provides students and personnel responsible for student learning programs and services adequate access to the library and other learning support service, regardless of their location or means of delivery.

Actionable Improvement Plan. In Fall 2013, the Student Success Center will pilot online tutoring for math. In addition, Success Center Instructional Specialists are exploring online workshop options.

Response.

A. Online Tutoring: Smarthinking
   - Online tutoring for math and other subjects has been in place since 2014, using Smarthinking.
   - An average of 450 minutes is used by students per month (Appendix A).
   - Most sessions are conducted between the hours of 8am – 11pm PST (Appendix B).
   - Several disciplines were utilized. The following count is for Nov 1, 2015 – Oct 31, 2016:
     - Math comprised 52% of all sessions from 11/1/15 – 10/31/16.
     - Writing comprised 42% of all sessions from 11/1/15 – 10/31/16.
     - Science comprised 7.5% of all sessions from 11/1/15 – 10/31/16.
     - Business comprised 2% of all sessions from 11/1/15 – 10/31/16.
   - Smarthinking surveys users, and the results are favorable (Appendix C):
     - 93% of survey respondents from 11/1/15 – 10/31/16 rated their tutor favorably on a scale of 1-5 for the synchronous service.
     - 92% of survey respondents from 11/1/15 – 10/31/16 rated the platform favorably on a scale of 1-5 for the synchronous service.
     - The most common critique of the service is that the session could be slow or lag.
     - Most written feedback is positive. Examples:
       - Essay Writing Service: "*I love the online tutoring system it helps with any changes that you need to make on your paper or corrections. Just love it so much thank you for providing this service*."
       - Basic Math Skills: "*Great service*."
       - Algebra: "*This tutor is very easy to learn from. He is awesome."*
       - General Chemistry: "*Was a patient tutor*."
       - Reading: "*5 stars! My tutor was awesome. Thank you so much!"*

B. Online Workshops: StudentLingo and Lynda.com

StudentLingo

- StudentLingo is a series of interactive online workshops, action plans, and resources created by Innovative Educators.
- StudentLingo will be available to students beginning in Spring 2017 through the Success Center and iFALCON web sites.
- The Cerritos College iFALCON initiative has contracted with StudentLingo to provide 6 customized online tutorials for Cerritos College based on the Habits of Mind. These are currently in progress and will be launched in Spring 2017:
    - Focus
    - Advance
    - Link-Up
    - Comprehend
    - Organize
    - New Ideas
- Other topics covered by StudentLingo online workshops include academic and career exploration, study and learning strategies, and reading and writing strategies (Appendix D).

Lynda.com

- Lynda.com became available during the Fall 2016 semester and is accessed through the CTX web site by faculty and staff.
- The **Professional Learning Network**, supported by the Institutional Effectiveness Partnership Imitative (IEPI), began providing unlimited access to Lynda.com for all California Community College employees at no cost.
- Lynda.com is an online library of courses on software tools and skills, with topics ranging from business, software, technology, and creative skills.

<u>Conclusion</u>

The actionable improvement plan has been met.

Self-Identified Improvement Plan - II.C.1.e (Evaluation of Formal Agreements)

When the institution relies on or collaborates with other institutions or other sources for Library and other learning support services for its instructional programs, it documents that formal agreements exist and that such resources and services are adequate for the institution's intended purposes, are easily accessible, and utilized. The performance of these services is evaluated on a regular basis. The institution takes responsibility for and assures the reliability of all services provided either directly or through contractual arrangement.

Actionable Improvement Plan. The Library faculty and Library dean are working with their counterparts at partner institutions and commercial organizations to implement an annual exchange of data related to services provided by outside organizations. Tools will be developed to measure the effectiveness of agreements and contracts in meeting current needs. The Success Center is expanding its use of Accutrack to evaluate use of technology products, and a system to evaluate and assess the effectiveness of available technology is being developed.

Response.

A. Library Databases

- Usage statistics (Appendix E) and renewal prices for the Library's subscription purchases are tracked annually.
- Renewal decisions or cancellations are made on an annual basis and are based on usage, usability, price, and curricular needs.
- New subscriptions are added based on student and faculty requests and by librarian review of program curriculum such as when new courses are approved or when programs undergo external accreditation or internal program review.

B. Smarthinking

- Analytics for online tutoring through Smarthinking are examined by the Academic Success Division on a monthly basis (Appendices F, G, and H).
- The Technology Based Learning Committee began examining competing online tutoring products in Spring 2016 in order to measure the effectiveness of Smarthinking and determine whether to continue its use or change to another product.

Conclusion. The actionable improvement plan has been met.

Self-Identified Improvement Plan - II.C.1.b (Technology Training)

The institution provides quality training in the effective application of its information technology to students and personnel.

Actionable Improvement Plan. The college will develop a formal process for assessing the technology training needs of its faculty, staff, and students and to use the results to determine the types of workshops offered.

Response.

A. Faculty - Currently, there are a number of methods used to determine the types of technology training workshops offered for faculty:

    1. The CTX collaborates with IT, managers, and the Academic Success Division as new technologies are introduced to the campus to insure that faculty are trained. Recent examples include Canvas, eLumen, and Windows 10. A schedule of trainings based on these sources is included in Appendix I.

    2. The CTX Advisory Board provides faculty input about what types of technology training is needed. Recent trainings include screen capture, accessibility, and cloud storage. The Advisory Board membership includes representatives from each division and employee category as shown in Appendix J. A schedule of training based on recommendations from the Advisory Board is included in Appendix K.

    3. Every faculty training session includes a survey in which faculty are asked to list suggestions and needs for future training. As a result of these surveys, recent technology training has included tech device syncing, Turnitin, Google Forms, and Shoretel. Survey samples are included in Appendix L. Recommended training from these surveys are included in Appendix M.

B. Students - The Success Center and Computer Lab staff and faculty began collaborating in Fall 2016 on a technology needs survey to administer to students (Appendix N). The survey will focus on access to technology and recommended technology workshop topics. The goal is to provide technology workshops to students in the Student Success Center beginning in Spring 2017.

Conclusion. The actionable improvement plan has been met for technology training needs for faculty. A formal process for assessing technology needs for students has been developed, and the result needs to be put into practice.

Self-Identified Improvement Plans Related to Recommendation #11

Self-Identified Improvement Plan - III.A.1.b

The institution evaluates all personnel systematically and at stated intervals. The institution establishes written criteria for evaluating all personnel, including performance of assigned duties and participation in institutional responsibilities and other activities appropriate in their expertise.

Actionable Improvement Plan. Cerritos College has a sound strategic plan with well-defined long-and short-term goals. The college will continue to ensure that management goals are tied to the manager's unit, division, or area goals. The college will also collaborate with the faculty union to develop an evaluation instrument for faculty members on reassigned time. The current collective bargaining agreement outlines the portfolio to be evaluated for faculty with non-classroom assignment, but does not address the evaluation instrument, which needs to be modified to effectively measure performance outside the classroom. The college will develop a faculty evaluation form for faculty on reassigned time by Spring 2014.

Response. The Cerritos College management evaluation process fosters and supports management excellence and promotes planning for successful administration of the college. The management evaluation process consists of four parts: establishment of goals; feedback information every third year; self-evaluation including the assessment of progress towards goals; and supervisor's evaluation.

Setting goals is an interactive process. The establishment of goals by a manager and his or her supervisor is an essential tool for successful and effective individual and institutional planning. These goals are tied to the manager's unit, division, or area goals. Goals address the manager's roles and responsibilities in meeting well-defined or measurable results. College goals are established by the Board of Trustees through the college's Educational Master Plan. The manager's unit, division, or area goals are aligned to contribute to achieving these same goals. The number of goals established vary depending on the scope of the manager's assignment.

Early in 2015, there were discussions between the District and the Cerritos College Faculty Federation (CCFF) to develop an evaluation instrument for faculty members on reassigned time. Much of the time both parties invested in the negotiation process in 2015-16

was on items sunshined by both parties in July 2015. Thus, the evaluation instrument was not developed. However, after negotiations, the District and CCFF signed a three-year agreement which was ratified by the Board of Trustees at its September 21, 2016 meeting. The new Vice President of Human Resources will meet with the faculty union to discuss the development of the evaluation instrument for faculty on reassigned time in the Spring 2017.

Evidence

Management Evaluation Goals form (Appendix O)

Management Performance Expectations (Appendix P)

Self-Identified Improvement Plan - III.A.1.c

Actionable Improvement Plan. The full Faculty Assignment article is currently in negotiations, and all parties plan to reach agreement by June 2014 when the MOU noted above expires.

Response. The Cerritos College Faculty Federation (CCFF) sunshined its initial bargaining proposals for a successor collective bargaining agreement at the July 15, 2015 Board of Trustees meeting. The new Assignment article was one of the 13 articles for negotiations.

The components of the Assignment article were vast and complex and the District and CCFF did not reach agreement in many terms of this article. However, both parties agreed to some components of the Assignment article, which are now part of the current CCFF collective bargaining agreement (e.g., Article 14: Office Hours, Article 15: Large Class Pay).

Evidence.
CCFF Collective Bargaining Agreement:
http://cms.cerritos.edu/uploads/hr/CCFF%20Collective%20Bargaining%20Agreement/CCFF_Faculty_Contract_7_1_2015_to_6_30_2018_v2.pdf

Self-Identified Improvement Plan - III.A.1.d

The College upholds a written code of professional ethics for all of its personnel. The college's employees are required to uphold the college's code of ethics, which state its value system and ethical principles and outlines specific ethical responsibilities. The board is required to uphold its code of ethics/standards of practice as stated in Board Policy 2715.

Actionable Improvement Plan. The college will continue to review Board Policies and administrative Procedures and recommend modifications reflective of best practices. Ethics training will continue to be offered.

Response. The following Board Policies have been updated to conform with the Community College League of California templates. These templates are evaluated by a legal firm and are reflective of best practices.

	Title	Date Adopted/Revised
BP3430	Prohibition of Harassment	February 5, 2014
BP7140	Collective Bargaining	February 5, 2014
BP7350	Resignations	February 5, 2014

The following Administrative Procedure was revised:

	Title	Date Adopted/Revised
AF3435	Discrimination and Harassment Investigations	April 11, 2016

The following new Board Policy and Administrative Procedure is currently being reviewed by the constituent groups:

	Title	Date Adopted/Revised
BP3440	Service Animals	October 19, 2016
AP3440	Service Animals	October 19, 2016

The following Board Policy and Administrative Procedure updates old Board Policy and Administrative Procedure. First reading for review and discussion by the Board was on 11/16/16.

	Title	Date Adopted/Revised
BP7345	Catastrophic Illness Leave Program	December 7, 2016 (TBD)
AP7345	Catastrophic Illness Leave Program	December 7, 2016 (TBD)

"General Ethics in the Workplace" is a course offered online. Employees have access to this training 24/7 through Keenan Safe Colleges. Furthermore, the Office of Human Resource Services is currently working on revising its onboarding process to include mandatory Ethics training for new managers.

Evidence

BP3430, BP7140, BP7350, BP3440, BP7345 – see http://cms.cerritos.edu/board/policies/chapter-3--general-institution.htm

AP3435, AP3440, AP7345 – see http://cms.cerritos.edu/board/policies/chapter-7---human-resources.htm

Self- Identified Improvement Plan - III.A.4.a

The college meets the needs of its diverse faculty and staff by designing programs and services that provide for a range of diverse applicants and personnel.

Actionable Improvement Plan. The college will continue to assess and develop training and educational programs that reflect the college's needs.

Response. Cerritos College offers a gamut of training sessions and professional development opportunities for its employees and students. There are trainings or activities which promote equal employment opportunity, nondiscrimination, retention and diversity and there are trainings designed for particular constituent group, compliance, and/or to meet certain college's needs.

The Director of Diversity, Compliance, and Title IX Coordinator conducts training to students and employees to address legal mandates and inclusiveness amongst all Cerritos College stakeholders.

Evidence
Managers Training Sessions and Professional Development (Appendix Q)
Diversity 2015-2016 Workshop Schedule (Appendix R)
Diversity 2016-2017 Workshop Schedule (Appendix S)
2016 Title IX Workshops (Appendix T)

Appendices

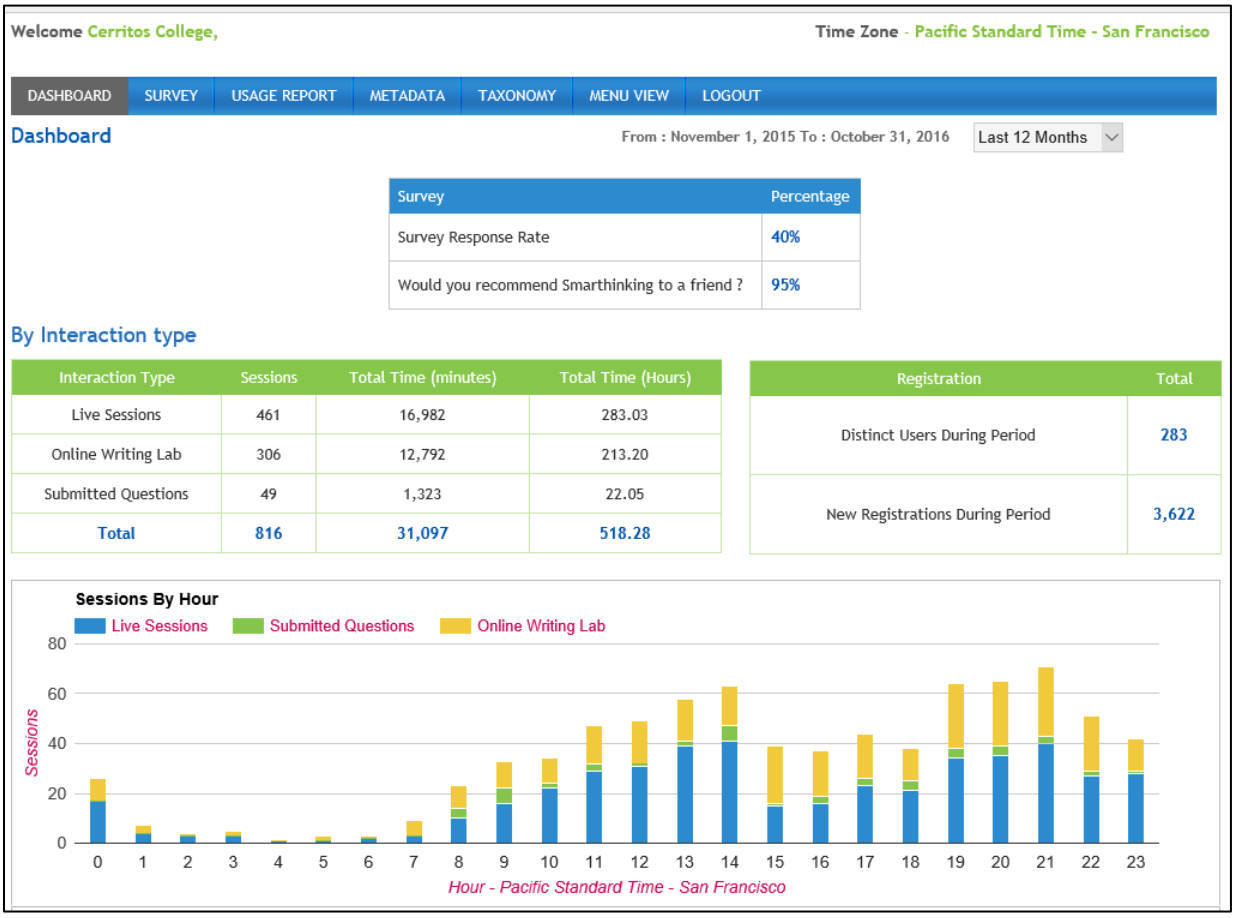
Appendix A - Smarthinking Usage Summary

Cerritos College – Usage History
Starting Balance – 1/1/2014 (450 hrs.)

	Hours Purchased	Hours Used	# of Sessions	Distinct Users	Ave Hrs/ Student	Ave Sess/ Student	Month End Balance
2014 January	450	-	-	-	-	-	450.00
2014 February		1.43	3	1	1.43	3.00	448.57
2014 March		10.05	18	15	0.67	1.20	438.52
2014 April		27.30	45	16	1.71	2.81	411.22
2014 May		19.83	34	11	1.80	3.09	391.39
2014 June		0.00					391.39
2014 July		1.57	3	3	0.52	1.00	389.82
2014 August		2.12	5	3	0.71	1.67	387.70
2014 Sept.		36.40	60	36	1.01	1.67	351.30
2014 October		68.75	123	78	0.88	1.58	282.55
2014 Nov.		100.33	166	102	0.98	1.63	182.22
2014 Dec.		64.93	114	47	1.38	2.43	117.29
2015 January	450	32.20	51	34	0.95	1.50	417.80
2015 February		73.52	128	62	1.19	2.06	344.28
2015 March		49.62	87	35	1.42	2.49	294.66
2015 April		50.67	87	45	1.13	1.93	243.99
2015 May		48.85	80	33	1.48	2.42	195.14

	Hours Purchased	Hours Used	# of Sessions	Distinct Users	Ave Hrs/ Student	Ave Sess/ Student	Month End Balance
2015 June		10.08	23	16	0.63	1.44	185.06
2015 July		10.55	20	14	0.75	1.43	174.51
2015 August	450	43.67	81	39	1.12	2.08	580.84
2015 Sept.		97.87	147	85	1.15	1.73	482.97
2015 October		95.28	142	84	1.13	1.69	387.69
2015 Nov.		62.38	101	65	0.96	1.55	325.31
2015 Dec.		38.12	62	39	0.98	1.59	287.19
2016 January		22.93	36	25	0.92	1.44	264.26
2016 February		72.22	112.00	64	1.13	1.75	192.04
2016 March		62.10	91	47	1.32	1.94	129.94
2016 April		50.90	82	44	1.16	1.86	79.04
2016 May		50.68	80	37	1.37	2.16	28.36
2016 June		13.03	23	10	1.30	2.30	15.33
2016 July		5.42	8	6	0.90	1.33	9.91
2016 August	450						459.91

Appendix B - Smarthinking Dashboard Analytics



Welcome Cerritos College,

Time Zone - Pacific Standard Time - San Francisco

DASHBOARD | SURVEY | USAGE REPORT | METADATA | TAXONOMY | MENU VIEW | LOGOUT

Dashboard

From : November 1, 2015 To : October 31, 2016 — Last 12 Months

Survey	Percentage
Survey Response Rate	40%
Would you recommend Smarthinking to a friend ?	95%

By Interaction type

Interaction Type	Sessions	Total Time (minutes)	Total Time (Hours)
Live Sessions	461	16,982	283.03
Online Writing Lab	306	12,792	213.20
Submitted Questions	49	1,323	22.05
Total	816	31,097	518.28

Registration	Total
Distinct Users During Period	283
New Registrations During Period	3,622

Appendix C - Smarthinking User Survey Results

Welcome Cerritos College,

Time Zone - Pacific Standard Time - San Francisco

DASHBOARD | SURVEY | USAGE REPORT | METADATA | TAXONOMY | MENU VIEW | LOGOUT

Synchronous

All

Questions	Y	N	1	2	3	4	5	Favorable Rating (%)
Rate your tutor (5 is the best)			12	5	9	23	194	93
Rate the technology (5 is the best)			10	9	28	57	139	92
Would you recommend SMARTHINKING to a friend ?	229	14						

Asynchronous

From : November 1, 2015 To : October 31, 2016

All

Last 12 Months

Questions	Y	N	1	2	3	4	5	Favorable Rating (%)
Rate the process for sending & retrieving your essay			2		2	12	63	97
Rate the feedback you received from your tutor (1-5 Scale, 5 is the best)			1		1	14	69	99
Rate the technology (5 is the best)			1			2	3	83
Would you recommend SMARTHINKING to a friend?	83	2						

Synchronous & Asynchronous

All

Export

Session ID	First Name	Comments	Tutor Rating	Tutor Feedback Rating	Technology Rating	Process Rating	Recommend Smarthinking	Subject	Service	Sync / Async
7748057			5		5		Yes	Statistics	Drop-In	Sync
7748062			5		5		Yes	Statistics	Drop-In	Sync
7748579		Great first time experience. I was told about this by my classmate. I\'m glad I used it to help me understand how I was setting my problem up incorrectly. thank you.	5		5		Yes	Statistics	Drop-In	Sync
7749522			5		5		Yes	Statistics	Drop-In	Sync

Appendix D - Student Lingo List of Online Workshops

Academic & Career Exploration

Maximizing Your College Experience…..What it Takes to be a Successful Student…..Exploring Careers & Choosing a Major…..Mastering the Job Interview…..Writing Effective Resumes & Cover Letters…..Creating Your College Bucket List: Explore, Experience, Succeed

Learning to Learn

Discover your Learning Style…..Study Tips & Note-Taking Strategies…..How to Reduce Test Anxiety…..Understanding & Avoiding Plagiarism…..Learning Strategies Every Student Should Know…..Exam Preparation Tips & Test-Taking Strategies…..How to Overcome Math Anxiety…..How to Succeed in Math…..10 Habits of Mind for College Success…..The Difference between High School & College…..Information Literacy: How to Master College Research…..Academic Integrity: The Do's and Don'ts

Online Learning

10 Tips for Success in your Online Course…..Effectively Communicating Online…..Online Courses: Staying Motivated & Disciplined…..Taking Tests Online: Strategies for Success

Reading & Writing Strategies

Pre-Writing Techniques: Planning & Idea Development**…..**Developing a Strong Thesis Statement**…..**Drafting Introductions, Body Paragraphs, & Conclusions**…..**The Revision Process: How to Proofread & Edit your Writing**…..**Reading Comprehension Strategies

Personal Management

Time Management: Strategies for Success**…..**Overcoming Procrastination: Causes & Cures**…..**Financial Literacy: Smart Money Skills for College & Beyond**…..**Stress Management Techniques…..Navigating the Financial Aid Process**…..**Improving Student-Faculty Relationships**…..**How to Develop your Cross-Cultural Skills**…..**Setting & Accomplishing Realistic Goals**…..**How to Achieve Well-Being, Balance, & Success**…..**Emotional Intelligence: The Other Key to Academic Success…..Mental Health & Suicide: Helping Yourself & Others**…..**Sexual Violence Awareness & Prevention: A Title IX Training for Students

Success Strategies

Student Veterans: How to Succeed in College…..Success Strategies for First Generation Students…..Leading as a Student-Athlete In & Out of the Classroom

Appendix E - Database Usage Statistics 2014 – Present

Vendor/ Database Name	Notes	FY 15-16 Full Text Download	FY 15-16 Searches	FY 14-15 Full Text	FY 14-15 Results clicks	FY 14-15 Searches
ABC-Clio: African American Experience	results click	905	2713	678	653	1592
ABC-Clio: American Government	results click	1317	3462	770	1137	2106
ABC-Clio: American Indian Experience	results click	238	577		10	17
ABC-Clio: Daily Life through History/World Cultures Today	results click	486	1190		452	1075
ABC-Clio: Latino American Experience	results click	358	958		726	1493
ABC-Clio: Pop Culture Universe	results click	509	1237		593	1067
Cerritos College: TalonMarks Historical						
Cerritos College: CCOERR						
Chronicle of Higher Ed: Chronicle of Higher Ed	Footnote[1]	1382	119			
College Source: College Source						
Country Watch: Country Watch*		375	166		525	173
EBSCO: Academic Search Premier*	Footnote [2]	138190	205597		133129	208787
EBSCO: AHFS Consumer Medication Information*			16932		49	22598
EBSCO: America: History and Life with Full Text*			21171		2770	25934
EBSCO: Art Full Text	from summer		3100			
EBSCO: Auto Repair Reference Center*	paid by Chancellors		2086		1369	474
EBSCO: BIR Entertainment			16554		115	21427
EBSCO: Book Index with Reviews			17335		803	22561
EBSCO: CINAHL Plus without package			19231		4343	24103
EBSCO: Consumer Health Complete*			20182		4588	26967

[1] Searches refer to searches of Chronicle interface, page views are refer to access via alerts, etc. Page views instead of downloads are reported here.

[2] Total full text for all EBSCO database.

Vendor/ Database Name	Notes	FY 15-16 Full Text Download	FY 15-16 Searches	FY 14-15 Full Text	FY 14-15 Results clicks	FY 14-15 Searches
EBSCO: Dentistry & Oral Sciences Source			18122		3687	23585
EBSCO: Ebook Collection			20804			
EBSCO: EBSCO Image Collection						
EBSCO: ERIC*			24219		7521	33677
EBSCO: European View of the Americas: 1493 to 1750*			16622		24	21496
EBSCO: Funk & Wagnalls*			16453		747	21585
EBSCO: Greenfile*			18502		2001	24186
EBSCO: Health Source Consumer*			23897		9880	32135
EBSCO: Health Source Nursing/Academic ed.*			20742		3212	27080
EBSCO: International Bibliography of Theatre and Dance			16708		839	21743
EBSCO: LISTA*			18110		712	23412
EBSCO: MAS ultra – school edition*			16593		431	21594
EBSCO: MasterFILE Premier*			26877		16054	31343
EBSCO: Medline Plus*			21122		5478	29400
EBSCO: Military and Government Collection*			17265		1379	22981
EBSCO: Newspaper Source Plus*			24788		13327	29905
EBSCO: Primary search*			18274		179	24036
EBSCO: Professional Development Collection*			17731		1264	23938
EBSCO: PsycArticles			34659		24552	42591
EBSCO: Psychology and Behavioral Sciences Collection*			28033		11216	36274
EBSCO: Consumer Health Complete*			20182		4588	26967
EBSCO: Regional Business News*			16734		1481	21774
EBSCO: Religion and Philosophy Collection*			18249		2133	23828
EBSCO: Science Reference Center			20420		2946	25512
EBSCO: SocIndex with Full Text			19548		4769	25265

Vendor/ Database Name	Notes	FY 15-16 Full Text Download	FY 15-16 Searches	FY 14-15 Full Text	FY 14-15 Results clicks	FY 14-15 Searches
Elsevier: Journal Collection: Health & Life Sciences	Footnote	1648	1880			1356
Gale: Literature Criticism Online		303	503		0	1
Gale: Poetry Criticism Online		90	518		158	655
Gale: Short Story Criticism Online		75	515		95	655
Gale: Literature Resource Center		3357	1870		2859	1706
Gale: Virtual Reference Library		24810	22947		18647	24468
Gale: Artemis	Footnote [3]					
GALE: Infotrac Educator's Edition		97	148		124	305
Gale: Opposing Viewpoints		16270	17933		13398	17336
Infobase publishing/Facts on file: Issues & Controversies	n/a				23866	6869
Johns Hopkins: Project Muse		3744	5523	2090	1658	3500
JSTOR: Current Scholarship Collection	FT downloads	660	2007	1629		4242
Kanopy: Kanopy Streaming						n/a
Learning Express: LE Library (Standard Platform)	Footnote [4]		55		86	86
Newsbank: CA Newspapers (part of	see total usage below					
News-bank: TV/Internet	see total usage					
Newsbank: US News/ wire services	see total usage					
Newsbank: Total usage	Issues with username/ password on Internet		32895			11305
Oxford Univ. Press: Grove Art Online			3263		11	3696

[3] Interface for searching GVRL Lit., Lit Crit Online, Lit Resource Center

[4] 20 regs; 64 res used; number reported here is sessions

Vendor/ Database Name	Notes	FY 15-16 Full Text Download	FY 15-16 Searches	FY 14-15 Full Text	FY 14-15 Results clicks	FY 14-15 Searches
Oxford Univ. Press: Grove Music Online			2850		6	2689
Oxford University Press			204		120	212
Oxford University Press: Oxford English Dictionary			497		195	776
Pro-Quest: Ethnic NewsWatch Complete			14911		2608	8250
Pro-Quest: Gender Watch			16154		3238	16229
Pro-Quest: National Newspaper	Footnote [5]	12/18	20886		6718	12124
Proquest: Statistical Insights	new from spring		777			
PubMed						
Routledge: Enyclopedia of Philosophy					295	282
Sage: CQ Public Affairs	Footnote [6]	140	1239	148	753	814
Salem: All Salem Searches	successful section requests		1619	1064		2138
Salem: Salem Health	See total above					
Salem: Salem History	See total above					
Salem: Salem Literature	See total above					
Salem: Salem Science	See total above					
Springshare: Lib Chat	n/a					
Wiley: Encyclopedia of Aerospace Engineering	one-time purchase	9				
Wiley: Encyclopedia of Medical Devices and Instrumentation	one-time purchase	9				
World Book Encyclopedia: World Book Complete Suite	page views only stat available	1660	656			1223
Total			**974.787**			**1,091,556**

[5] Expanded includes LA Times, Christian Science Monitor, NY Times, WSJ, & Washington Post, Down-loads from all products

[6] only one # given for all CQ products

Appendix F - Smarthinking Usage Summary

Cerritos College - Usage History
Starting Balance:
01/01/2014 450hrs

	Hours Purchased	Hours Used	Number of Sessions	# of Distinct Users	Ave Hrs Per Student	Ave Sess Per Student	Month End Balance
2014 January	450	-	-	-	-	-	450.00
2014 Feb		1.43	3	1	1.43	3.00	448.57
2014 March		10.05	18	15	0.67	1.20	438.52
2014 April		27.30	45	16	1.71	2.81	411.22
2014 May		19.83	34	11	1.80	3.09	391.39
2014 June		0.00					391.39
2014 July		1.57	3	3	0.52	1.00	389.82
2014 August		2.12	5	3	0.71	1.67	387.70
2014 Sept.		36.40	60	36	1.01	1.67	351.30
2014 October		68.75	123	78	0.88	1.58	282.55
2014 Nov.		100.33	166	102	0.98	1.63	182.22
2014 Dec.		64.93	114	47	1.38	2.43	117.29
2015 January	450	32.20	51	34	0.95	1.50	417.80
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2015 March		49.62	87	35	1.42	2.49	294.66
2015 April		50.67	87	45	1.13	1.93	243.99
2015 May		48.85	80	33	1.48	2.42	195.14

	Hours Purchased	Hours Used	Number of Sessions	# of Distinct Users	Ave Hrs Per Student	Ave Sess Per Student	Month End Balance
2015 June		10.08	23	16	0.63	1.44	185.06
2015 July		10.55	20	14	0.75	1.43	174.51
2015 August	450	43.67	81	39	1.12	2.08	580.84
2015 Sept.		97.87	147	85	1.15	1.73	482.97
2015 October		95.28	142	84	1.13	1.69	387.69
2015 Nov		62.38	101	65	0.96	1.55	325.31
2015 Dec		38.12	62	39	0.98	1.59	287.19
2016 January		22.93	36	25	0.92	1.44	264.26
2016 Feb		72.22	112.00	64	1.13	1.75	192.04
2016 March		62.10	91	47	1.32	1.94	129.94
2016 April		50.90	82	44	1.16	1.86	79.04
2016 May		50.68	80	37	1.37	2.16	28.36
2016 June		13.03	23	10	1.30	2.30	15.33
2016 July		5.42	8	6	0.90	1.33	9.91
2016 August	450						459.91

Appendix G - Smarthinking Dashboard Analytics

Welcome Cerritos College,

Time Zone - Pacific Standard Time - San Francisco

DASHBOARD | SURVEY | USAGE REPORT | METADATA | TAXONOMY | MENU VIEW | LOGOUT

Dashboard

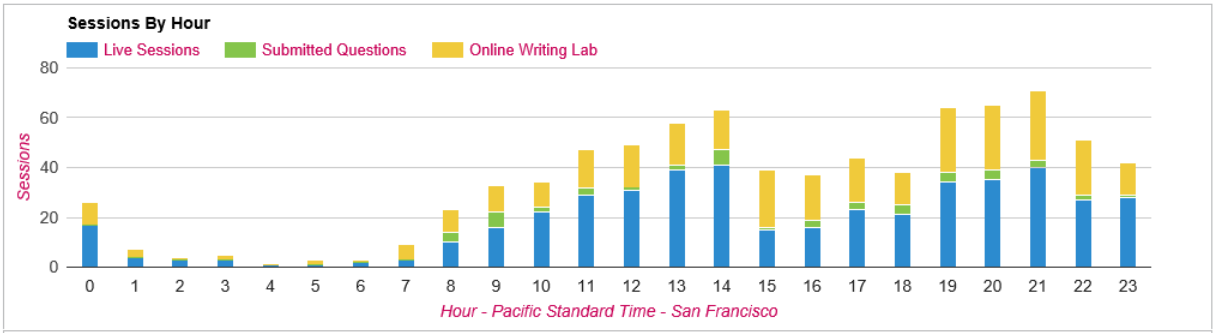
From : November 1, 2015 To : October 31, 2016 — Last 12 Months

Survey	Percentage
Survey Response Rate	40%
Would you recommend Smarthinking to a friend ?	95%

By Interaction type

Interaction Type	Sessions	Total Time (minutes)	Total Time (Hours)
Live Sessions	461	16,982	283.03
Online Writing Lab	306	12,792	213.20
Submitted Questions	49	1,323	22.05
Total	**816**	**31,097**	**518.28**

Registration	Total
Distinct Users During Period	283
New Registrations During Period	3,622



Appendix H - Smarthinking User Survey Results

Welcome Cerritos College,

Time Zone - Pacific Standard Time - San Francisco

DASHBOARD | SURVEY | USAGE REPORT | METADATA | TAXONOMY | MENU VIEW | LOGOUT

Synchronous

All

Questions	Y	N	1	2	3	4	5	Favorable Rating (%)
Rate your tutor (5 is the best)			12	5	9	23	194	93
Rate the technology (5 is the best)			10	9	28	57	139	92
Would you recommend SMARTHINKING to a friend ?	229	14						

Asynchronous

From : November 1, 2015 To : October 31, 2016

All

Last 12 Months

Questions	Y	N	1	2	3	4	5	Favorable Rating (%)
Rate the process for sending & retrieving your essay			2		2	12	63	97
Rate the feedback you received from your tutor (1-5 Scale, 5 is the best)			1		1	14	69	99
Rate the technology (5 is the best)			1			2	3	83
Would you recommend SMARTHINKING to a friend?	83	2						

Synchronous & Asynchronous

All

Export

Session ID	First Name	Comments	Tutor Rating	Tutor Feedback Rating	Technology Rating	Process Rating	Recommend Smarthinking	Subject	Service	Sync / Async
7748057			5		5		Yes	Statistics	Drop-In	Sync
7748062			5		5		Yes	Statistics	Drop-In	Sync
7748579		Great first time experience. I was told about this by my classmate. I\'m glad I used it to help me understand how I was setting my problem up incorrectly. thank you.	5		5		Yes	Statistics	Drop-In	Sync
7749522			5		5		Yes	Statistics	Drop-In	Sync

Appendix I – Schedule of Trainings
(recommended by IT, Managers and Academic Success Division)

Fall 2014

1.	Windows 8 & 8.1	August 12, 2014
2.	Google Docs	August 13, 2014
3.	TalonNet Basics	August 14, 2014
4.	Universal Design	October 29, 2014

Spring 2015

1.	TalonNet/Syllabus	January 08, 2015
2.	Nearpod trainingsession	February 17, 2015
3.	OER 101	March 11, 2015
4.	TalonNet Basics	March 11, 2015
5.	iPads for beginners	March 11, 2015
6.	TalonNet: Hands-on	March 11, 2015
7.	Intro to new TalonNet	May 12, 2015
8.	Intro to new TalonNet	May 19, 2015
9.	Intro to new TalonNet	Jun 02, 2015

Fall 2015

1.	TalonNet Basics	August 1, 2015
2.	Cloud Storage	August 12, 2015
3.	Sonocent	September 11, 2015
4.	What do you think of Canvas?	September 22, 2015
5.	What do you think of Canvas?	September 30, 2015
6.	What do you think of Canvas?	October 05, 2015
7.	Canvas Demo	October 15, 2015
8.	Intro to Org Sync	October 22, 2015
9.	Intro to Org Sync	October 23, 2015
10.	Canvas Demo	October 27, 2015
11.	BrainTrain	October 28, 2015

Spring 2016

1.	FalconSync	March 09, 2016
2.	Survey Monkey	March 09, 2016
3.	Google Forms	March 09, 2016
4.	Canvas	March 09, 2016
5.	Canvas	March 09, 2016
6.	Windows 10	March 09, 2016
7.	OERs	March 09, 2016
8.	elumen	March 09, 2016

Fall 2016

1.	Canvas Basics	August 9, 2016
2.	Canvas Workshop	August 11, 2016
3.	Canvas Tool Topics: Settings/LT! Tools/Redirects	August 30, 2016
4.	Accessibility on Canvas	August 31, 2016
5.	OER: Create Masterclass Shell in Canvas	September 7, 2016
6.	How to Add Pizzazz to Canvas	September 8, 2016
7.	Canvas Tool Topics: Syllabus/Home Page	September13, 2016
8.	Canvas: Setting up Rubrics	September 20, 2016
9.	SLO for Department Chairs	September 27, 2016
10.	Canvas Tool Topics: Modules/Pages/Files	September 27, 2016
11.	Introduction to Canvas	September 28, 2016
12.	Canvas: Speedgrader	October 3, 2016
13.	OERs: Create a Masterclass Shell in Canvas	October 5, 2016
14.	Canvas Tool Topics: Assignments/Quizzes/Discussions/Gradebook	October 11, 2016
15.	SLO for Faculty	October 11, 2016
16.	Canvas: Adding "Wow" to Your Canvas Course	October 18, 2016
17.	SLO for Faculty	October 18, 2016
18.	Canvas Tool Topics: Communication Tools	October 25, 2016
19.	Student Success on OER	October 28, 2016
20.	eLumen	November 4, 2016
21.	Canvas Tool Topics	November 8, 2016
22.	OER: Create a Masterclass Shell in Canvas	November 9, 2016

Appendix J - CTX Advisory Board Membership by Department

The CTX Advisory Board is not a shared governance committee. As such, there is currently no term limit on membership. Members have been recruited by requests from the faculty senate as well as division deans.

Fall 2014 - Spring 2015
Adj. faculty – 1 member
Admin. - 1 member
BHSS - 1 member
Counseling - 1 member
CTX - 2 members
DSPS - 2 members
Fine Arts - 2 members
HO -1 member
Liberal Arts - 1 member
Library - 1 member

Fall 2015 - Spring 2016
Adj. faculty - 1 member
Admin . 1 member
BHSS - 1 member
Counseling - 1 member
CTX - 2 members
DSPS - 1 member
Fine Arts - 2 members
HO -1 member
Liberal Arts - 2 members
Library - 1 member

Fall 2016 - Present
BHSS - 1 member
Counseling - 1 member
CTX - 2 members
DSPS - 1 member
Fine Arts - 2 members
HO - 1 member
Library - 1 member
SEM - 1 member

Appendix K - Schedule of CTX Advisory Board Recommended Technology Trainings

Fall 2014

1	Screen Caption	August 12, 2014
2	Captioning Made Easy	September 17 2014
3	Universal Design	October 29, 2014

Spring 2015

1	Screen Capture, Exploring Google Drive, Flipping the Classroom	Jan 09, 2015
2	Turn-It-In	Jan 12, 2015
3	Turn-It-In	Jan 12, 2015
4	Turn-It-In	Jan 13, 2015
5	Turn-It-In	Jan 13, 2015
6	Turn-It-In	Jan 14, 2015
7	Turn-It-In	Jan 14, 2015
8	Turn-It-In	Jan 14, 2015
9	Turn-It-In	Jan 14, 2015
10	Turn-It-In	Jan 14, 2015
11	Turn-It-In	Jan 15, 2015
12	Turn-It-In	Jan 15, 2015
13	Turn-It-In	Jan 20, 2015
14	Turn-It-In	Jan 20, 2015
15	Turn-It-In	Jan 21, 2015
16	Turn-It-In	Jan 21, 2015
17	Turn-It-In	Jan 21, 2015
18	Turn-It-In	Jan 21, 2015
19	Turn-It-In	Jan 21, 2015
20	Turn-It-In	Jan 22, 2015
21	Turn-It-In	Jan 22, 2015
22	Accessibility and 508	Feb 11, 2015
23	Captioning Made Easy	Mar 11, 2015
24	Turn-It-In	Mar 11, 2015
25	TalonNet: Creating Accessible Content	Mar 11, 2015
26	Premier Software	Mar 11, 2015
27	Turn-It-In	Mar 23, 2015
28	Turn-It-In	Mar 23, 2015
29	Turn-It-In	Mar 24, 2015

30	Turn-It-In	Mar 24, 2015
31	Turn-It-In	Mar 25, 2015
32	Turn-It-In	Mar 25, 2015
33	Turn-It-In	Mar 25, 2015
34	Turn-It-In	Mar 25, 2015
35	Turn-It-In	Mar 25, 2015
36	Turn-It-In	Mar 26, 2015
37	Turn-It-In	Mar 26, 2015

Fall 2015

1	Cloud Storage	August 12, 2015
2	BrainTrain	Oct 28, 2015
3	Universal Access: The Road to 508 Compliance Part 1: Beginning Steps	Nov 13, 2015
4	Universal Access: The Road to 508 Compliance Part 2: Advanced Activities	Nov 13, 2015

Spring 2016

1	Flipping the classroom with screenshots, videos and more	Jan 07, 2016
2	Flipping Through Screen Capture	Mar 09, 2016
3	Cloud Storage (Google Docs)	Mar 09, 2016
4	Captioning Made Easy	Mar 09, 2016
5	Premier	Mar 09, 2016

Fall 2016

1	Cloud Storage	August 10, 2016

Appendix L - Faculty Training Session Surveys



CENTER FOR TEACHING EXCELLENCE
11110 ALONDRA BLVD. • NORWALK, CALIFORNIA 90650-6298 • (562) 860-2451

Student Success Conference

Student Center

Please evaluate on a scale of 1 - 5, with 1 being Least Beneficial and 5 Most Beneficial:

SESSION I: *Q&A with Cable Green*	1 Least	2	3	4	5 Most	No answer
a. Overall Session Rating						
b. Presentation of Materials						

Comments:

SESSION II: *How can our College Mainstream OER? Think / Pair / Share*	1 Least	2	3	4	5 Most	No answer
a. Overall Session Rating						
b. Presentation of Materials						

Comments:

SESSION III: *Hands on Exploration of OER, Marking, & Attribution*	1 Least	2	3	4	5 Most	No answer
a. Overall Session Rating						
b. Presentation of Materials						

Comments:

3CSN - Survey

ISSUES	OUTCOMES	IDEAS,SUGGESTIONS, SOLUTIONS

CENTER FOR TEACHING EXCELLENCE
11110 ALONDRA BLVD. • NORWALK, CALIFORNIA 90650-6298 • (562) 860-2451

New Faculty Orientation Program (NFOP) Year One Survey

Were there any topics not covered during your first year that you wish had been included?

Were there any topics presented that you wish could have been covered more extensively?

Were there any topics covered that you wish would have been presented earlier in the year?

Through the NFOP, do you feel you have developed a cohort of peers?
Yes **Somewhat** **No**

Through the NFOP, do you feel you have become connected with the campus community?
Yes **Somewhat** **No**

Additional comments:

CENTER FOR TEACHING EXCELLENCE
11110 ALONDRA BLVD. • NORWALK, CALIFORNIA 90650-6298 • (562) 860-2451

New Faculty Orientation Program (NFOP2) Year Two Survey

Were there any topics not covered during your two-year orientation that you wish had been included?

Were there any topics presented that you wish could have been covered more extensively?

Do you have any comments about the process and experience of the NFOP2?

Through the NFOP (both years inclusive), do you feel you have developed a cohort of peers?

Yes **Somewhat** **No**

Through the NFOP (both years inclusive), do you feel you have become connected with the campus community?

Yes **Somewhat** **No**

Additional comments:

CENTER FOR TEACHING EXCELLENCE

11110 ALONDRA BLVD. • NORWALK, CALIFORNIA 90650-6298 • (562) 860-2451

Title
Date and Time
Room

Please evaluate on a scale of 1 - 5, with 1 being Least Beneficial and 5 Most Beneficial

	1 Least	2	3	4	5 Most	No answer
Overall Training Session						
Overall Presentation of Materials						
Overall instructor delivery of material						
Were questions answered to your satisfaction?						
Would you recommend this training to your co-worker?						

Total Surveys:

Comments:

List other types or training sessions you would like us to offer:

Appendix M - Suggestions for Future Trainings Compiled from Faculty Surveys

List other types or training sessions you would like us to offer:

- More Google Docs.
- Meaningful and fun activities and games to engage students in learning.
- Camtasia, Adobe Photoshop Elements, Adobe Premiere Elements or some other simple video software we can get on campus Thanks!
- MORE FOCUS ON THE DEVICES IN CLASSROOM.
- Adobe Acrobat Pro
- A session on building a webpage. Maybe a session/discussion on time management as first year fulltime faculty.
- Possibly training on excel.
- My only consideration has to do with the approach being too dependent on K-12 examples and choice-based cognition. Adults make choices and can choose their own favorite modalities as a supplement.
- How to deal with behavioral problems with students with Autism.
- Copyrights. Find and expert - or I'll become one!
- ASCC & Fiscal who's who. Asking for funds - What do we need to do?
- More detail on all of the above as, say a series, adding features & options. i.e. Google Docs 101, 102, etc.
- Discipline specific- i.e., Google Drive for English faculty or screen capture for English faculty. Send us workshop/conference information about technology & education- opportunities we may not know about but would love to take advantage of-
- Follow-up, practical, hands-on, sessions with fill of the above!
- More like this, more time to talk. More time to get comfortable with our teachers, faculty.
- Organization - time management
- I would Love to see a Part2!
- Note taking for students, Effective Power Points for Faculty
- I would like to learn methods for incorporating iFalcon in the classroom.
- Another iFalcon student success workshop would be great.
- More like these!
- Perhaps one for STENT Professors.
- Digital rhetoric's
- Cultural rhetoric's
- Universal design with the apps we used
- Google drive/document storage
- Captioning
- iMovie
- More technologically focused session for the future would be great.
- Privacy and fair use as they reliable to multimedia projects. This topic related to

both faculty as well as our students.

- Connect with DSPS- focus on technology- how to integrate UDC concepts into new presentation technologies we are developing.
- More iPad work, same setting. App work as well
- Copy Rights! This will require someone who is an expert in both conventional and digital copy right ads
- More training on TalonNet.
- Computer survival 101 what faculty should have a command on using computer.
- Turn it in-especially-connection with Talon Net- importing/imbedding audio/visual files to Talon Net, Thank You!
- Details for faculty to become more aware of the 503/other questions and information regarding working & DSPS-Process/Roles of faculty/forms/resources.
- Better information- Better content & Delivery Regarding Union_source!
- YouTube- Creating and Storing Videos
- General suggestion: I think it would be helpful if new fulltime faculty were surveyed before the orientation so that the program could be tailored to the cohort's composition. For instance, knowing if the majority consists of prior adjunct faculty at Cerritos would help determine the baseline knowledge for workshops such as Rosters or TalonNet. Also, asking ahead of time for questions for the workshop topics could help the session go in the necessary directions. Perhaps survey monkey could be used for this! More information about when to refer students to C.A.I.R. would be great. A workshop about what to do in emergency situations in the classroom given recent events seems essential (e.g. a student poses a threat, a shooting, and even policies for when an alarm goes off). Other than calling campus police, what are appropriate immediate responses for certain types of situations? Can we be given a contact list with the member's info. for our cohort?
- TalonNet- Committees & How they work & What's required for F/A
- Cloud TalonNet, Flipping the Class, "Clickers" or apps w/documents
- Continue this free flow!
- I would like to see more training sessions for more specific DSPS topics, especially for universal design.
- Flipping the classroom, Technology integration, accessibility/508 compliance
- Flipping the classroom - Turn It In - Adv. Talon Net (testing/Quiz etc.)
- Canvas
- I am looking forward to the training
- Not sure
- How to create/use QR codes-How to link Outlook (calendar, contracts, tasks) on our phones (so appts. & contacts always with us).
- Hands-on Canvas, Photoshop image editing
- Workshop/training sessions using our course data
- Anything Tech Related!
- Classes on training students to be more self-motivated

- More technology in classroom trainings -How to use Google drive, docx, etc. - Apps to use in classroom - Ideas of class activities to engage students and their learning
- More on flipping a Classroom-Changing up a syllabus
- Accessibility
- Online Resources & other types of training.
- Team Building
- Workshop on campus safety.
- Workshop for club management & administration (how to be successful club officers)
- More in depth Canvas training.

Appendix N – Cerritos College Tech Needs Assessment

Cerritos College Tech Needs Assessment

* Required

Students Tech Needs Questionnaire



1. How often do you use a Computer? *

Mark only one oval.

- ◯ Every day
- ◯ A few times a week
- ◯ Once a week
- ◯ Less than once per week

2. Do you own a smartphone? *

Mark only one oval.

- ◯ Yes
- ◯ No

3. Do you own a tablet? *

Mark only one oval.

- ◯ Yes
- ◯ No

4. Do you have internet access at home? *

Mark only one oval.

- ◯ Yes
- ◯ No

5. Do you have a printer at home? *
Mark only one oval.

- Yes
- No

6. Which of the following topics would you like to see made into a workshop for students? * Check all that apply.

- Canvas
- Turnitin
- OrgSync
- EBSCO
- ProQuest
- How to use Social Media
- Using Advanced features of Microsoft Word

Using Excel

7. Tell us what type of technology workshop topics you would like to attend. *

8. When it comes to computers, I .... *
Mark only one oval.

- Can generally figure things out on my own
- Sometimes need help, but I know where to ask
- Sometimes give up out of frustration
- Don't really use computers very often

Appendix O – Management Evaluation Goals

CERRITOS COLLEGE
MANAGEMENT EVALUATION FORM
(GOALS)

Employee Name:
Job Title:
Division/Dept:

Date of Evaluation Period
From:
To:

REVIEW OF PROGRESS TOWARD PREVIOUS YEAR'S GOALS

GOAL 1 (List Goal):

Progress toward Goal Achievement:

	Unable to Evaluate	Did not meet Goal	Goal in Progress	Met Goal	Exceeded Goal
SUPERVISOR	[ ]	[ ]	[ ]	[ ]	[ ]

Comments:

GOAL 2 (List Goal):

Progress toward Goal Achievement:

	Unable to Evaluate	Did not meet Goal	Goal in Progress	Met Goal	Exceeded Goal
SUPERVISOR	[ ]	[ ]	[ ]	[ ]	[ ]

Comments:

Additional goals may be listed as appropriate
Comments are required for all ratings other than "meets expectations."

Employee Name:
Job Title:
Division/Dept:

Date of Evaluation Period
From:
To:

GOALS FOR UPCOMING YEAR:

Goals:

Reviewed and Adopted:

Employee's Signature	Supervisor's Signature	Date

Appendix P – Management Performance Expectations

CERRITOS COLLEGE
MANAGEMENT EVALUATION FORM
(PERFORMANCE EXPECTATIONS)

Employee Name:
Job Title:
Division/Department:

Evaluation Period
July 1, to
June 30,

NOTE: Comments are required for all ratings other than "meets expectations."

1. **Planning and Organization** – Develops achievable goals. Sets logical and effective courses of action. Makes efficient use of resources.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

2. **Leadership Qualities** – Inspires confidence, respect, enthusiasm, and cooperation. Performs duties and responsibilities with integrity and professional standards. Makes honest, ethical and objective decisions and does not promote hidden agendas.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

3. **Time Management Skills** – Meets deadlines. Punctual in attendance at meetings and appointments. Maintains a consistent work schedule which allows for efficient production and accessibility for consultation and appointments. Willing to adjust schedule to meet the demands of the area of responsibility.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

4. **Supervisory Skills** – Fosters a consistent, productive work environment; builds morale; counsels, guides, and evaluates staff based on performance. Motivates staff to excel. Delegates and assigns tasks appropriately. Listens to and considers the points of view of others in establishing supervisory practices. Provides opportunities for staff training and professional growth activities. Completes evaluations of assigned staff in a timely manner.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

5. **Oral and Written Communications** – Delivers clear, accurate, and informative presentations. Prepares accurate, clear, and concise written communications. Responds promptly to requests for information and assistance.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

6. **Budgeting** – Prepares accurate budget projections, effectively monitors allocated budget, does not exceed budget allocation, and makes effective use of allocated resources.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

7. **Judgment/Decision Making** – Analyzes situations and data and makes appropriate decisions. Exercises foresight and critical thinking. Demonstrates objectivity, flexibility, and resourcefulness. Relates decisions, activities, and goals to the mission, the philosophy, and the goals of the institution.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

8. **Initiative** – Self-motivated. Able to work independently. Anticipates the needs of the assignment. Able to see and present alternate solutions and courses of action. Willingly accepts new assignments and tasks.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

9. **Creativity** – Develops and implements new ideas and methods when appropriate. Approaches challenges as opportunities and presents options for problem-solving.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

10. **Attitude** – Committed to college goals and philosophy. Works cooperatively and collaboratively with managers, faculty, staff, and students in situations calling for teamwork. Positively represents the unit and college to both the internal and external communities. Receptive to constructive criticism and works to correct deficiencies.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

11. **Sensitivity to Campus Diversity** – Follows institutional employment policies and procedures. Sensitive to issues of diversity involving college employees, and the campus community.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

12. **Knowledge and Experience** – Knows and follows institutional policies and procedures. Solves problems effectively. Works to keep abreast of current trends and ideas in assigned area. Professional development goals reflect recognition of areas for growth and development.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

13. **Inclusiveness** – Develops, utilizes and promotes the talents of co-workers and team members. Listens to, considers and respects the views of others and provides constructive feedback. Provides opportunities for assigned staff to participate in decision-making. Participates in the shared governance process.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

14. **Collaboration with Groups Outside Assigned Area** – Attends and/or participates in college committees and functions, activities and events and shows support for college life. Establishes working relationships with groups outside assigned area.

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

15. Overall Rating

Unable to Evaluate	Unsatisfactory	Improvement Needed	Meets Expectations	Exceeds Expectations
☐	☐	☐	☐	☐

Comments:

TYPE OF EVALUATION

☐ Probationary ☐ Annual ☐ Special

SIGNATURES

My signature acknowledges that I have read and discussed this evaluation with my supervisor and that we have reviewed the progress toward the previous year's goals and adopted goals for the next evaluation period, as attached.

I understand my evaluation will be placed in my District personnel file. I have the right to submit written comments within ten (10) workdays and such written comments will be attached to this evaluation for inclusion in my District personnel file.

Manager: _____ Date:

Job Title: Division/Dept:

Evaluator: _____ Date:

Job Title: Division/Dept:

Appendix Q - Managers Training Sessions and Professional Development

CERRITOS COMMUNITY COLLEGE MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT Fall 2012 – Spring 2017	
DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
September 7, 2012 – Webinar	Leaves, Leaves and More Leaves
September 28, 2012 – Webinar	Reductions in Staffing
October 12, 2012 – Webinar	Going Outside the Classified Service: Short-Term employees, Substitutes, and Professional Experts
November 30, 2012 – Webinar	Preventing Harassment, Discrimination, and Retaliation in the Academic Setting/Environment
December 7, 2012 – Webinar	Advanced Labor Negotiations Roundtable
January 11, 2013 – Webinar	Managing the Marginal Employee
January 18, 2013	Section 508 Compliance – Amendment to the Rehabilitation Act of 1973 (Mangers Meeting)
January 23, 2013	Address Best Practices in Management and Supervision
February 1, 2013	Management Professional Development Workshop
February 8, 2013 – Webinar	Accommodating Bad Behavior: The Limits on Disciplining Disabled Employees
February 8, 2013	Hazardous Waste Handling
March 8, 2013 – Conference	Advanced Investigations of Harassment Complaints and Workplace Bullying

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
March 15, 2013	PPE: Personal Protective Equipment
April 19, 2013	Bloodborne Pathogens Exposure Control
April 19, 2013 – Webinar	Legal Aspects of Violence
May 17, 2013 – Webinar	Disaster Service Workers – If You Call Them Will They Come?
May 30, 2013	The Bermuda Triangle: Management, Unions, Senates (Manager's Meeting)
June 6, 2013 – Webinar	Name that Section: Frequently Used Education Code and Title 5 Sections for Community College Districts
June 14, 2013	Heat Illness Protection
July 17, 2013	Safe Zone Ally Training
September 9, 2013	Suicide Prevention Education (Manager's Meeting)
September 20, 2013 – Webinar	Exercising Your Management Rights
October 4, 2013	Building Marshall Training – Campus Police
October 11, 2013	Safe Zone Ally Training

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
November 1, 2013	Human Resources Academy II for Community
January 17, 2014	Adjunct Faculty
January 31, 2014	Safe Zone Ally Training
February 6, 2014	Selection Process Monitor Training
February 7, 2014	Selection Process Monitor Training
February 7, 2014	Legally Compliant Strategies for Diversity Enhancement
February 13, 2014 - Webinar	Adjunct Faculty – Temporary Employees of a Community College District
February 24, 2014	Sexual Harassment, and Discrimination Prevention Training (Manager's Meeting)
March 21, 2014 – Webinar	Preventing Harassment, Discrimination, and Retaliation in the Academic Setting/Environment
April 4, 2014	Safe Zone Ally Training
April 18, 2014 – Webinar	Public Sector Employment Law Update
May 16, 2014 – Webinar	12 Steps to Avoiding Liability

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
June 6, 2014 – Webinar	Crisis Management – How to Approach Chaos in an Organized and Thoughtful Manner
July 31, 2014	Selection Process Monitor Training
September 26, 2014 – Video Conference	Hiring the Best While Developing Diversity in the Workforce: Legal Requirements and Best Practices for Screening Committees
November 14, 2014 - Video Conference	Social Media
November 17, 2014	Selection Process Monitor Training
January 9, 2015 – Video Conference	Promoting Safety in Community College Districts
January 29, 2015	Selection Process Monitor Training
February 6, 2015 – Video Conference	Human Resources Academy I for Community College Districts
March 13, 2015 – Live Presentation at Cerritos College	The ABC's of Sustaining Discipline
April 17, 2015 – Video Conference	Managing Performance Through Evaluation
April 24, 2015 – On Campus	Cultural Intelligence
May 8, 2015 – Video Conference	Legal Issues for Negotiators

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
June 5, 2015 – Video Conference	Name that Section: Frequently used Education Code and Title 5 Sections for Community College Districts
September 15, 2015	Stand Up, Speak Up, Speak Out
September 22, 2015	Leadership Workshop – Presented by Steve Richardson
September 23, 2015	Stand Up, Speak Up, Speak Out
September 25, 2015– Video Conference	Title IX, Clery Act, and SaVE Act
October 9, 2015	Safe Zone Committee
October 13, 2015	Religion and the LGBTQ Community
October 16, 2015 – Video Conference	Creating a Culture of Respect
October 22, 2015	Diversity Event - Movie Night - Ma Vie En Rose
October 23, 2015	Dealing with Difficult People
November 13, 2015– Video Conference	Advanced Investigations of Harassment Complaints
January 8, 2016 – Video Conference	Human Resources Academy II for Community College Districts

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
February 5, 2016– Video Conference	The Art of Writing the Performance Evaluation
March 4, 2016 – Video Conference	Leaves, Leaves and More Leaves
May 20, 2016– Video Conference	Workplace Bulling: A Growing Concern
June 3, 2016– Video Conference	Going Outside the Classified Service: Short-Term Employees, Substitutes and Professional Experts
September 16 & 17, 2016	Culturally Responsive Training
September 30, 2016 – Video Conference	Unfair Practice Charges and PERB
October 7, 2016	Safe Zone Workshop
November 4, 2016	Cultural Intelligence Workshop
November 10, 2016	Faculty Title IX Workshop
November 18 & 19, 2016	Culturally Responsive Training
December 8, 2016	Building Workforce Diversity: It Takes a Village
January 4, 2017	CalPERS Retirement Workshop

CERRITOS COMMUNITY COLLEGE
MANAGERS TRAINING SESSIONS and PROFESSIONAL DEVELOPMENT
Fall 2012 – Spring 2017

DATE OF TRAINING SESSION	TITLE OF TRAINING SESSION
January 20, 2017 – Video Conference	Human Resources Academy I for Community College Districts
January 20, 2017	CalPERS Retirement Workshop
January 31, 2017	Process Monitor Training
February 3, 2017	Creating a Culture of Respect
February 10, 2017 – Video Conference	Speaking Freely or Shouting Fire
March 17, 2017 – Video Conference	Technology and Employee Privacy
March 24, 2017	Safe Zone Workshop
April 7, 2017 – Video Conference	Prevention and Control of Absenteeism and Abuse of Leave
May 5, 2017 – Video Conference	Public Meeting Law (the Brown Act) and the Public Records Act
Always Available on the Human Resources webpage	Kennan Safe Colleges – Workshops on numerous topics applicable to community colleges

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

September 2015

Stand Up Speak Up, Speak, Out

Tuesday, September 15, 2015 | 11:00 a.m. - 12:30 p.m.
Wednesday, September 23, 2015 | 5:30 p.m. - 7:00 p.m.

The Women's Studies department in collaboration with Student Health Services, Campus Police, and the Office of Human Resources invites all students, faculty, staff and managers to participate in this campus safety awareness workshop.

Student Safe Zone Workshop

Student Safe Zone Committee
Friday, September 25, 2015 | 9:00 a.m. - 2:00 p.m.

Student Safe Zone training is focused on increasing students' awareness of LGBTQ issues and struggles and fostering student allies for the purpose of creating a safe and inclusive campus.

October 2015

The 50Th Anniversary of the Watts Rebellion

Dr. John Haas
Thursday, October 1, 2015 | 11:00 a.m. - 12:00 p.m.
Guests: Deputy Chief William Scott and Tim Watkins

Safe Zone Workshop

Safe Zone Committee
Friday, October 9, 2015 | 9:00 a.m. - 2:00 p.m.

Through a series of presentations and discussions to help and inform our campus community about the experiences of LGBTQ students, staff and faculty as well as the resources available to them. We will also discuss the role of an 'Ally' and how we can make Cerritos College a more inclusive, diverse, and welcoming environment

Religion and the LGBTQ Community

H. Adam Ackley, Ph.D.
Tuesday, October 13, 2015 | 11:00 a.m. -12:30 p.m.

This workshop features guest speaker Dr. H Adam Ackley, who holds a doctorate in Philosophy of Religion from Claremont Graduate University. Dr. Ackley teaches religious studies at the University of Redlands. This workshop will explore the intersection of religious beliefs and LGBTQ people and communities.

Diversity
2015-2016 Workshop Schedule

BIO: Heath Adam Ackley, Ph.D., consulted on transgender issues with SoulForce, Polytechnic School, Occidental College, TriCity Mental Health, and Pacific Clinics of LA County, and the annual film festival

On Level Ground. He serves on the Boards of Directors of both Trans Lifeline and SafetyNet, a non-profit advocacy resource organization for LGBTQ students at Christian colleges and universities. He received his Ph.D. in Philosophy of Religion from Claremont Graduate University in 1997 and has spent almost two decades teaching philosophy, history, and spirituality. He currently writes for Religion Dispatches and is also the author of Women, Music and Faith in Central Appalachia (2001), chapters in the books Women of the Mountain South: Identity, Work, & Activism (2015), Manning Up: Transsexual Men on Finding Brotherhood, Family and Themselves (2014), The Encyclopedia of Appalachia (2006), Creation and The Environment: An Anabaptist Perspective on a Sustainable World (2000). He was an ordained minister in the Christian peace tradition from 1997-2015 and is now certified in both yoga and Reiki.
Flex Credit: http://www.cerritos.edu/flexreporter

Creating a Culture of Respect

Friday, October 16, 2015 | 9:00 a.m. - 12:00 p.m.

This workshop will cover subjects showing how you can:

- create a culture of respect
- confront prejudices
- manage differences
- understand the power of diversity
- avoid stereotypes

This professional development activity is a component of Cerritos College's diversity workshop series.
Flex Credit: http://www.cerritos.edu/flexreporter

Movie Night - *Ma Vie en Rose*

Thursday, October 22, 2015 | 5:00 p.m. - 8:00 p.m.

Ma Vie en Rose (My Life in Pink) is a 1997 Belgian drama film directed by Alain Berliner. It tells the story of Ludovic, a child who is seen by family and community as a boy, but consistently communicates being a girl. The film depicts Ludovic's family struggling to accept this transgressive gender expression.

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

Creating Cultures of Respect

Laura Schulkind – Liebert Cassidy Whitmore
Tuesday, October 27, 2015 | 9:00 a.m. - 12:00 p.m.

This workshop will cover subjects showing how you can:

- create a culture of respect
- confront prejudices
- manage differences
- understand the power of diversity
- avoid stereotypes

This professional development activity is a component of Cerritos College's diversity workshop series.
Flex Credit: http://www.cerritos.edu/flexreporter

Managers: EEO, Diversity, and Best Practices

Laura Schulkind – Liebert Cassidy Whitmore
Tuesday, October 27, 2015 | 2:00 p.m. - 4:30 p.m.
Board Room - Special presentation and discussion with Laura Schulkind

November 2015

Cultural Intelligence Workshop

Dr. Angela Hoppe-Nagao and Ms. Joann Sugihara-Cheetham
Friday, November 13, 2015 | 9:00 a.m. - 2:30 p.m.

This professional development activity is a component of Cerritos College's diversity workshop series and will be presented and facilitated by our own resident experts, Dr. Angela Hoppe-Nagao and Ms. Joann Sugihara-Cheetham.

Cerritos College is one of the most culturally diverse community colleges in the nation. Over 80% of our student population identifies as a racial or ethnic minority and through these workshops we want to help ensure that all Cerritos College employees are prepared to engage our diverse student body.
Flex Credit: http://www.cerritos.edu/flexreporter

Universal Access: The Road to 508 Compliance

Gaeir Dietrich
Friday, November 13, 2015
First Session: 9:00 a.m. - 12:00 p.m.
Second Session: 1:00 p.m. - 3:00 p.m.

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

Learn the basics of Section 508 Standards and how to design programs and instruction which are accessible to all types of learners. Electronic and Information Technology can be made accessible for students with disabilities by following the Principles of Universal Access. Learn more about the tools and resources to assist in meeting your obligations regarding accessible EIT under Section 508 of the Rehabilitation Act. Flex Credit: http://www.cerritos.edu/flexreporter

Global Citizen

Dr. John Haas
Monday, November 16, 2015 | 11:00 am. - 12:00 p.m.

Dr. Haas will share a common goal of bringing cultural gaps; examining global challenges and solutions; increasing global competencies; and fostering peace through global education, dialogue and conflict resolution. Flex Credit: http://www.cerritos.edu/flexreporter

Ecological Interdependence

Dr. Frank Gaik
Wednesday, November 18, 2015 | 11:00 a.m. - 12:00 p.m.

Presentation of excerpts from the film "Jiro Dreams of Tuna" tells the story of the greatest living Sushi master in Japan. This presentation shares the reality of our interdependent ecology and shows how you can help. Flex Credit: http://www.cerritos.edu/flexreporter

Religion and the LGBTQ Community

H. Adam Ackley, Ph.D.
Tuesday, February 4, 2016 | 11:00 a.m. - 12:30 p.m.

Dr. H Adam Ackley holds a doctorate in Philosophy of Religion from Claremont Graduate University. He teaches religious studies at University of Redlands.

BIO: Dr. Ackley consults on transgender issues with multiple organizations.

On Level Ground. He serves on the Boards of Directors of both Trans Lifeline and SafetyNet, a non-profit advocacy resource organization for LGBTQ students at Christian colleges and universities. He received his Ph.D. in Philosophy of Religion from Claremont Graduate University in 1997 and has spent almost two decades teaching philosophy, history, and spirituality. He currently writes for Religion Dispatches and is also the author of Women, Music and Faith in Central Appalachia (2001), chapters in the books Women of the Mountain South: Identity, Work, & Activism (2015), Manning Up: Transsexual Men on Finding Brotherhood, Family and Themselves (2014), The Encyclopedia of Appalachia (2006), Creation and The Environment: An Anabaptist Perspective on a Sustainable World (2000). He was an ordained minister in the Christian peace tradition from 1997-2015 and is now certified in both yoga and Reiki. Flex Credit: http://www.cerritos.edu/flexreporter

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

Safe Zone Workshop
Safe Zone Committee
Friday, February 19, 2016 | 9:00 a.m. - 2:00 p.m.

Through a series of presentations and discussions to help and inform our campus community about the experiences of LGBTQ students, staff and faculty as well as the resources available to them. We will also discuss the role of an 'Ally' and how we can make Cerritos College a more inclusive, diverse, and welcoming environment. Flex Credit: http://www.cerritos.edu/flexreporter

March 2016

Dr. Erlinda Martinez, President, Santa Ana College
Woman's History Month Committee | Sponsored by DEEOAC
Thursday, March 3, 2016 | 11:00 a.m. - 12:15 p.m.

Leadership and Activism: The Journey of a Latina College President
Flex Credit: http://www.cerritos.edu/flexreporter

Student Safe Zone Workshop
Student Safe Zone Committee
Friday, March 4, 2016 | 9:00 a.m. - 2:00 p.m.

Student Safe Zone training is focused on increasing students' awareness of LGBTQ issues and struggles and fostering student allies for the purpose of creating a safe and inclusive campus.

Creating Cultures of Respect
Pilar Morin - Liebert Cassidy Whitmore
Monday, March 21, 2016 |1:00 p.m. – 4:00 p.m.

This workshop will cover subjects showing how you can:

- create a culture of respect
- confront prejudices
- manage differences
- understand the power of diversity
- avoid stereotypes

This professional development activity is a component of Cerritos College's diversity workshop series.
Flex Credit: http://www.cerritos.edu/flexreporter

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

Renee D. Martinez, President, Los Angeles City College

Woman's History Month Event |Sponsored by DEEOAC
Wednesday, March 23, 2016 | 11:00 a.m. - 12:15 p.m.

Leadership and Activism: The Journey of a Latina College President increasing police action, Maud and her dedicated suffragettes must play a dangerous game of cat-and-mouse, risking their jobs, homes, family and lives for a just cause. Flex Credit: http://www.cerritos.edu/flexreporter

April 2016

Dr. Linda Rose, President, Southwest College

Woman's History Month Committee | Sponsored by DEEOAC
Thursday, April 7, 2016 | 11:00 a.m. - 12:15 p.m.

Five Steps for Personal Transformation through Active Engagement
Flex Credit: http://www.cerritos.edu/flexreporter

Cultural Intelligence Workshop

Dr. Angela Hoppe-Nagao and Ms. Joann Sugihara-Cheetham
Friday, April 8, 2016 | 9:00 a.m. -2:30 p.m.

This professional development activity is a component of Cerritos College's diversity workshop series and will be presented and facilitated by our own resident experts: Dr. Angela Hoppe-Nagao and Ms. Joann Sugihara-Cheetham.

Cerritos College is one of the most culturally diverse community colleges in the nation. Over 80% of our student population identifies as a racial or ethnic minority and through these workshops we want to help ensure that all Cerritos College employees are prepared to engage our diverse student body.
Flex Credit: http://www.cerritos.edu/flexreporter

May 2016

Managers: Workplace Bullying: A Growing Concern

Video Conference – Liebert Cassidy Whitmore
Friday, May 20, 2016 | 9:00 a.m. - 12:00 p.m.

This workshop will define bullying and distinguish it from simple rudeness, identify strategies for recognizing when it occurs and address the impact of this conduct on the workplace.

Diversity
2015-2016 Workshop Schedule

Black History Month Events Sponsored by the DEEOAC

Black History Month Kick-Off Event
Wednesday, February 3, 2016 | 11:00 a.m.

Featuring African drummers to officially kick-off the Black History Month celebration. Refreshments will be provided.

Black College Expo
Saturday, February 6, 2016

Students are encouraged to attend the Black College Expo to learn more about Historically Black College and Universities (HBCU). Onsite admissions to HBCUs will be available to students who qualify.

A Taste of Soul
Wednesday, February 10, 2016 | 11:00 a.m.

Learn about the roots and history of Soul Food. Food samples will be provided while supplies last.

Hair: Style, Politics, History, and the Future. A Panel Discussion
Tuesday, February 16, 2016 | 9:30 a.m.

In-class event sponsored by Dr. Frank Gaik/Umoja students.

Career/Job Panel
Tuesday, February 16, 2016 | 11:00 a.m.
Hear from panelists about the following career options:

- Fashion Entrepreneur · Non-profit
- Politics · Social Media
- Education Entrepreneur

Film Screening
Thursday, February 18, 2016 | 9:00 a.m.

Send your film suggestions to Dr. Frank Gaik at fgaik@cerritos.edu
In-class event sponsored by Dr. Frank Gaik/Umoja students.

Poetry Slam
Thursday, February 18, 2016 | 11:00 a.m.
Co-Sponsored by Black Students Union

Students and staff are invited to read original poems or works from their favorite poet/writer focusing on black culture.

Cerritos College
Office of Human Resource Services

Diversity
2015-2016 Workshop Schedule

Jeopardy: Black History
Tuesday, February 23, 2016 | 9:30 a.m.

Test your knowledge of black history.
In-class event sponsored by Dr. Frank Gaik/Umoja students.

Hip Hop: A Social Look – Panel
Wednesday, February 24, 2016 | 11:00 a.m.

Featuring music and free giveaways from Power 106, and more. Moderated by ICE T's former producer/DJ.

#blacklivesmatter Update
Thursday, February 25, 2016 | 9:00 a.m.

#blacklivesmatter has made national and international headlines. Join the discussion. Refreshments provided. In-class event sponsored by Dr. Frank Gaik/Umoja students.

Circle of Support
Monday, February 29, 2016 | 11:00 a.m.
Co-Sponsored by Umoja

Meet and greet with students and staff to cover student support services available on and off campus.

Cerritos College
Office of Human Resource Services

Diversity
2016-2017 Workshop Schedule

September 2016

Culturally Responsive Training

Tuesday, September 16, 2016 | 9:00 a.m. - 3:00 p.m.
Wednesday, September 17, 2016 | 9:00 p.m. - 3:00 p.m.

Drs. Larry Coleman and David Truscello will be conducting the train-the-trainers workshops where they will present the CRTL modules and facilitation training. The first two modules begin with the learner's mindset and social capital which lays the foundation for our student's presence on campus and what may impact their interactions. The last two modules are on race and culture and the learning barriers that prevent students from being successful.

Student Safe Zone Workshop

Student Safe Zone Committee
Friday, September 23, 2016 | 9:00 a.m. - 12:00 p.m.

Student Safe Zone training is focused on increasing students' awareness of LGBTQ issues and struggles and fostering student allies for the purpose of creating a safe and inclusive campus.

October 2016

LGBTQ Book Club

Kolleen Kalt and Katie Mishler
Book: Charity and Sylvia by Rachel Hope Cleves
Thursday, October 25, 2016 | 11:00 a.m. - 12:30 p.m.

Charity and Sylvia is the intimate history of their extraordinary forty-four-year union. Drawing on an array of original documents including diaries, letters, and poetry, Cleves traces their lives in sharp detail. Providing an illuminating glimpse into a relationship that turns conventional notions of same-sex marriage on their head, and reveals early America to be a place both more diverse and more accommodating than modern society might imagine. Charity and Sylvia is a significant contribution to our limited knowledge of LGBTQ history in early America.

Safe Zone Workshop

Safe Zone Committee
Friday, October 7, 2016 | 9:00 a.m. - 12:30 p.m.

Through a series of presentations and discussions to help and inform our campus community about the experiences of LGBTQ students, staff and faculty as well as the resources available to them. Discuss the role of an 'Ally' and how we can make Cerritos College a more inclusive, diverse, and welcoming environment

Cerritos College
Office of Human Resource Services

Diversity
2016-2017 Workshop Schedule

November 2016

Cultural Intelligence Workshop

Dr. Angela Hoppe-Nagao
Friday, November 4, 2016 | 9:00 a.m. - 2:00 p.m.

This professional development activity is a component of Cerritos College's Diversity workshop series and will be presented and facilitated by our own resident expert, Dr. Angela Hoppe-Nagao. Cerritos College is one of the most culturally diverse community colleges in the nation. Over 80% of our student population identifies as a racial or ethnic minority and through these workshops we want to help ensure that all Cerritos College employees are prepared to engage our diverse student body.

Gender, Patriarchy, and the Art of Troubles

History, Philosophy, and Women's Gender Studies
Guest Speaker – Rita Duffy
Tuesday, November 8, 2016 | 11:00 a.m. - 12:15 p.m.

Northern Ireland Artist, Feminist, Activist speaks about women excelling in Culture, Art, History and Philosophy.

Faculty Title IX Workshop

Valyncia Raphael
Thursday, November 10, 2016 | 11:00 a.m. - 12:15 p.m.

Culturally Responsive Training

Friday , November 18, 2016 | 9:00 a.m. - 3:00 p.m.
Saturday, November 19, 2016 | 9:00 a.m. - 3:00 p.m.

Drs. Larry Coleman and David Truscello will be conducting the train-the-trainers workshops where they will present the CRTL modules and facilitation training. The first two modules begin with the learner's mindset and social capital which lays the foundation for our student's presence on campus and what may impact their interactions. The last two modules are on race and culture and the learning barriers that prevent students from being successful.

Cerritos College
Office of Human Resource Services

Diversity
2016-2017 Workshop Schedule

Gender Inclusive Restroom
Dr. Valyncia Raphael
Tuesday, November 15, 2016 | 12:30 p.m. - 1:30 p.m.
Wednesday, November 30, 2016 | 5:00 p.m. - 6:00 p.m.
Thursday, December 1 ,2016 | 11:00 a.m. - 12:00 p.m.
Friday, December 2, 2016 | 6:15 p.m. - 7:45 p.m.

December 2016
Managers: Building Workforce Diversity: It takes a Village
North Orange County - Liebert Cassidy Whitmore
Friday, December 8, 2016 | 8:30 a.m. – 2:30 p.m.

January 2017
Process Monitor Training
Michael Travis and Dr. Valyncia Raphael
Tuesday, January 31, 2017 | 11:00 a.m. - 12:30 p.m.

February 2017
Creating a Culture of Respect
Pilar Morin - Liebert Cassidy Whitmore
Friday, February 3, 2017 | 9:00 a.m. - 12:00 p.m.

Managers: Speaking Freely of Shouting Fire
Video Conference – Liebert Cassidy Whitmore
Friday, February 10, 2016 | 9:00 a.m. - 12:00 p.m.

Student Safe Zone Workshop
Student Safe Zone Committee
Friday, February 10, 2017 | 9:00 a.m. - 12:00 p.m.

Student Safe Zone training is focused on increasing students' awareness of LGBTQ issues and struggles and fostering student allies for the purpose of creating a safe and inclusive campus.

Cerritos College
Office of Human Resource Services

Diversity
2016-2017 Workshop Schedule

March 2017

Safe Zone Workshop

Safe Zone Committee
Friday, March 24, 2017 | 9:00 a.m. - 2:00 p.m.

Through a series of presentations and discussions to help and inform our campus community about the experiences of LGBTQ students, staff and faculty as well as the resources available to them. We will also discuss the role of an 'Ally' and how we can make Cerritos College a more inclusive, diverse, and welcoming environment.

Black History Month Events Sponsored by the DEEOAC

Black History Month Kick-Off and MLK Tribute Featuring African Drummers and Dancers

Wednesday, January 18, 2017 | 11:00 a.m. - 12:30 p.m.

Black History 101 Mobile Museum

Tuesday, January 31, 2017 | 10:00 a.m. - 4:00 p.m.
Featuring Professor Griff of Public Enemy

The 2017 Black History 101 Mobile Museum will feature The 3 M's: Martin, Motown, and Michael. It features over 150 original artifacts that celebrate these phenomenal legacies. Refreshments will be provided.

Contributions of African Slaves to American Cultures

Wednesday, February 1, 2017 | 2:00 p.m. - 3:15 p.m.

Afro-Mexican Settlers of the Los Ángeles Pueblo

Tuesday, February 7, 2017 | 11:00 a.m. - 12:15 p.m.

History Professors John Macías and Walter Fernández will explore the Afro-Mexican origins found among the first settlers of the pueblo of Los Ángeles (1781).

Porch Talks: Open Mic Series

Thursday, February 9, 2017 | 11:00 a.m. - 1:00 p.m.

Healing begins with self-expression. Bring original poems or works from your favorite poet/writer focusing on the theme Hope & Healing. Refreshments will be provided.

Cerritos College
Office of Human Resource Services

Diversity
2016-2017 Workshop Schedule

2017 Black College Expo
Saturday, February 11, 2017
Los Angeles Convention Center | 9:00 a.m. - 5:00 p.m.

The Umoja Program and the Black History Month Committee will exhibit at the 2017 Black College Expo. This annual event features over 50 of the 104 Historically Black Colleges and Universities.

Movie Time: "13th" Documentary and Discussion (Part 1)
Tuesday, February 14, 2017 | 11:00 a.m. - 12:30 p.m.

"We now have more African Americans under criminal supervision than all of the slaves back in the 1850s." The documentary "13th" looks at racism in the justice system. Professor Damon Cagnolatti will facilitate a two-part discussion about the movie. Refreshments will be provided.

Tales of Brer Rabbit: African American Folktales as a Source of History
Wednesday, February 15, 2017 | 2:00 p.m. - 3:15 p.m.

History Professor Anthony Lee will lead a discussion.

Movie Time: "13th" Documentary and Discussion (Part 2)
Thursday, February 16, 2017 | 11:00 a.m. - 12:30 p.m.
Continuation of discussions about 13th led by English Professor Damon Cagnolatti. Refreshments will be provided.

Circle of Support
Tuesday, February 21, 2017 | 11:00 a.m. - 12:30 p.m.
Co-Sponsored by Umoja Program

Meet and greet with students and staff to cover student support services available on and off campus. Refreshments provided.

Freedom on My Mind: The Fight for Black Voting Rights in Mississippi video presentation
Wednesday, February 22, 2017 | 2:00 p.m. - 3:15 p.m.

History Department Chair and Professor George Jarrett will lead a discussion.

Cerritos College
Office of Human Resource Services

Title IX
2016-2017 Training Schedule

August 2016

Title IX Office Resource Announcement
International Students Welcome Event
Friday, August 12, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Title IX Office Resource Announcement
Student Athletic Assembly
Friday, August 19, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Title IX Office Resource Announcement
HPEDA Department Staff Meeting
Thursday, August 25, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Falcon Safe Presentation
Inner-Club Council Meeting
Thursday, August 25, 2016

Provide an introduction to sexual violence and reporting. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources. Coordinated with Title IX Office, Campus Police, and Student Health and Wellness.

September 2016

Responsible Employee Training for Faculty
Forensics Coaches
Tuesday, September 6, 2016

Cerritos College
Office of Human Resource Services

Title IX
2016-2017 Training Schedule

Title IX Office Resource Announcement
Business, Humanities, and Social Sciences Division Meeting
Thursday, September 8, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Intimate Partner Violence Panel Part I – End the Cycle
Wednesday, September 14, 2016

Two-part collaborative event on Domestic/Dating Violence. Discuss community and campus resources, the cycle of abuse, and counter intuitive victim behavior.

Falcon Safe Presentation
Students
Tuesday, September 20, 2016

Intimate Partner Violence Panel Part 2 – End the Cycle
Wednesday, September 21, 2016

Two-part collaborative event on Domestic/Dating Violence. Discuss community and campus resources, the cycle of abuse, and counter intuitive victim behavior.

Student Sexual Violence Prevention Training for Students
With Dora Macias – Adjusting for life in the U.S.
International Student Services
Friday, September 23, 2016

Provide an introduction to Title IX and other related law and policy. Explain the role and responsibilities of Cerritos College under Title IX. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources.

Student Sexual Violence Prevention Training for Students
ASCC Fall Training
Friday, September 23, 2016

Provide an introduction to Title IX and other related law and policy. Explain the role and responsibilities of Cerritos College under Title IX. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources.

Cerritos College
Office of Human Resource Services

Title IX
2016-2017 Training Schedule

Student Sexual Violence Prevention Training for Students
Inner Club Council
Friday, September 29, 2016

Provide an introduction to Title IX and other related law and policy. Explain the role and responsibilities of Cerritos College under Title IX. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources.

Student Sexual Violence Prevention Training for Students
Inner Club Council
Friday, September 29, 2016

Provide an introduction to Title IX and other related law and policy. Explain the role and responsibilities of Cerritos College under Title IX. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources.

October 2016

Title IX Office Resource Announcement
Athletics
Thursday, October 6, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Title IX, Gender Identity, and Sexual Orientation Rights and Resources
Safe Zone Training
Thursday, October 7, 2016

Student Sexual Violence Prevention Training for Students
Forensics Team
Friday, October 7, 2016

Provide an introduction to Title IX and other related law and policy. Explain the role and responsibilities of Cerritos College under Title IX. Provide definitions of sexual violence, dating violence, stalking, and sexual assault. Explain consent, bystander intervention strategy, and information about campus and community reporting options, support, and resources.

Cerritos College
Office of Human Resource Services

Title IX
2016-2017 Training Schedule

Title IX Primer
Counseling Instructors Meeting
Wednesday, October 12, 2016

Title IX Office Resource Announcement
Technology Division Meeting
Thursday, October 13, 2016

A Short (5-10 minute) presentation to introduce the Director of Diversity, Compliance, and Title IX Coordinator. Describe and explain how to make a report to the Director's office and the Director's responsibility to receive and investigate complaints.

Sexual Violence Appeals Board
Panel Training
Friday, October 28, 2016

November 2016

Responsible Employee Training for Faculty
Adult Ed Faculty Meeting
Friday, November 4, 2016

Responsible Employee Training for Faculty
CTX Title IX Training
Thursday, November 10, 2016

Title IX & Gender Identity Rights and Resources
Bathroom Forum
Tuesday, November 15, 2016

Provide an introduction to Title IX and other related law and policy as it relates to LGBTQ+ students. Explain the role and responsibilities of Cerritos College under Title IX for LGBTQ+ students. Provide definitions of sexual violence, dating violence, stalking, and sexual assault and explain the role and expectations of the responsible employee in the Cerritos College Context. Describe and explain the type of information that must be shared with the Title IX Coordinator and the rights and responsibilities afforded under Title IX. Explain how to respond to a disclosure of sexual violence victimization.

Cerritos College
Office of Human Resource Services

Title IX
2016-2017 Training Schedule

January 2017

Sexual Harassment and Title IX Training - New Faculty
New Faculty
Friday, January 6, 2017

Sexual Harassment and Title IX Training Part 1
Success Center Tutors
Friday, January 6, 2017

Media and Sexual Violence
Puente/Umoja Training
Tuesday, January 24, 2017

February 2017

Media Culture and Sexual Violence and Leadership – How they intersect
STIXA –Part 1
Friday, February 3, 2017

Media Culture and Sexual Violence and Leadership – How they intersect
STIXA –Part 2
Saturday, March 4, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**

Agenda Item No. 58

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: **Consideration of Approval to Engage in a Major Gift Campaign with the Cerritos College Foundation**

ACTION

It is recommended that the Board of Trustees authorize the President/Superintendent to engage in a major gift campaign with the Cerritos College Foundation with an investment not-to-exceed $500,000 over a three-year period as outlined in the proposed Memorandum of Understanding.

FISCAL IMPACT

The amount of $500,000 will be expended from the General Fund.

REPORT SUMMARY

At the January 18, 2017 and February 2, 2017 board meetings, the Board of Trustees received a recommendation from the President/Superintendent that the college engage in a major gifts campaign. The attached Memorandum of Understanding has been prepared and reviewed by the college and the Cerritos College Foundation.

By engaging in a 30- to 36-month major gift campaign with the Cerritos College Foundation, the college intends to expand the fundraising capacity of the Foundation with the hiring of an experienced Associate Director/major gift officer and an Associate Director of Alumni Relations.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
REGARDING A MAJOR GIFT CAMPAIGN
BY AND BETWEEN THE
CERRITOS COMMUNITY COLLEGE DISTRICT
AND THE
CERRITOS COLLEGE FOUNDATION

Cerritos College Responsibilities

Cerritos College shall provide all services and attendant fees to the Cerritos College Foundation as outlined below:

– Funding Priorities.

At least annually, the Cerritos College President/Superintendent shall present to the Foundation Board of Directors a written list of Cerritos College's current development priorities. Cerritos College shall rely upon the Foundation, or its designee, to assist in determining the priorities and the funding feasibility of each.

More specifically, in the spring of each fiscal year, Cerritos College shall, in conjunction with the Foundation, draft annual development goals that shall account for Cerritos College development priorities for the upcoming fiscal year. These priorities and goals shall consider Cerritos College's strategic needs, as defined by Cerritos College, as well as the Foundation's resources, personnel, and capacity.

The Cerritos College President/Superintendent shall present an update regarding these activities to the Cerritos College Board of Trustees on an annual basis.

– Major Gift Campaign and Integrated Advancement.

Cerritos College and the Cerritos College Foundation shall enter into a 30-36 month major gift campaign.

Cerritos College shall actively coordinate its communications, internal relations, and external relations activities with the Foundation to develop a programmatic culture within the college's student, alumni, and private support constituencies that encourages increased philanthropic support, constituent engagement, and private advocacy in support of Cerritos College.

Cerritos College shall cooperate with the Foundation in the development of its fundraising programs and campaigns, including provision of information, data, plans, facilities for meetings on the Cerritos College campus, and other materials and services as may reasonably be necessary for the successful conduct of fundraising programs and campaigns.

– Development Services Investment.

In consideration of the Foundation's fundraising services, including but not limited to the responsibilities outlined in this Memorandum of Understanding, Cerritos College shall invest

$500,000 in the Cerritos College Foundation over the next three years. The funds shall be used to hire a full time Associate Director / major gift officer and Associate Director of Alumni relations. At the end of the third year, the Cerritos College Foundation shall absorb the cost of these two positions. The positions shall be covered by the Foundation's operational budget for a minimum of three years after the initial three years. At the end of the six-year period, Cerritos College and the Cerritos College Foundation shall jointly reevaluate the staffing needs of the Foundation. Modifications may occur upon approval of both parties.

Cerritos College may request that the Foundation participate in additional development activities within the scope of this agreement and in alignment with current foundation bylaws and articles of incorporation.

– Fundraising.

Cerritos College recognizes that the Foundation exists for the benefit of Cerritos College and not for the benefit of individuals within Cerritos College.

Cerritos College shall establish practices that support the Foundation's ability to coordinate all fundraising activities that seek and solicit private support for the benefit of Cerritos College.

The Cerritos College President/Superintendent, Board of Trustees, appropriate administrators, other Cerritos College officials, and Cerritos College-selected or Cerritos College-sanctioned volunteers shall work in conjunction with the Foundation staff and Foundation Board of Directors to identify, cultivate, solicit, and steward donors and prospective donors of private gifts. In so doing, Cerritos College President/Superintendent, appropriate administrators, and volunteers shall adhere to all applicable Foundation bylaws and articles of incorporation.

Additionally, Cerritos College acknowledges that the Foundation has sole responsibility for fundraising on behalf Cerritos College. All Cerritos College representatives shall coordinate fundraising initiatives, including major gifs solicitations, with the Foundation.

The Cerritos College President/Superintendent shall make his calendar available to the Executive director of the Cerritos College Foundation for donor cultivation appointments and related activities, as needed.

Cerritos College commits to collaborate with the Foundation in the development of advertising initiatives that enhance the major gift campaign and reach a wider audience.

Foundation Responsibilities

The Foundation shall provide Cerritos College with fundraising and asset investment services, which shall include all services related to the following activities:

– Fundraising.

In a coordinated and cooperative effort with Cerritos College, the Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of

Cerritos College as established by Cerritos College. The Foundation's responsibilities are as follows:

1. *Donor Development, Relations, and Stewardship*. The Foundation is responsible for planning and executing comprehensive fundraising and donor-acquisition programs designed to encourage prospective and current donors to support Cerritos College's mission and programs. Activities include donor identification and cultivation, donor research, donor solicitation, periodic updates and/or reports to donors to assure that donor intent is being fulfilled, and appropriate acknowledgment, receipting and documentation of donor gifts to the Foundation.

2. *Fundraising Programs*. Pursuant to the Foundation's policies on gift acceptance and constituent relations, the Foundation shall plan, coordinate, and execute activities designed to identify, cultivate, and solicit support of all types from private entities including, but not limited to, individuals, corporations, and other foundations. Expenses incurred by the Cerritos College President/Superintendent or other designated college officials while engaged in donor cultivation or related foundation activities shall be reimbursed by the Foundation in accordance with the Foundation's reimbursement procedures.

3. *Campaigns*. The Foundation shall be responsible for planning and executing comprehensive, multi-year campaign and developing fundraising goals and methodologies to obtain support for Cerritos College's strategic objectives as defined in collaboration with the Cerritos College Board of Trustees, Cerritos College President/Superintendent, and other Cerritos College officials. In performing this service, the Foundation shall also provide Cerritos College with counsel and direction regarding the feasibility of certain goals, projects, and initiatives for which Cerritos College would like to solicit support.

4. *Educational Programs*. To effectively implement the Foundation's fundraising initiatives, the Foundation shall provide Cerritos College officials and personnel who may be involved in fundraising with training that provides information about fundraising strategies and techniques, as well as information about the resources provided by the Foundation's programs, policies, and procedures.

5. *Development Events*. All events pertaining to cultivating, stewarding, and/or recognizing donors and prospective donors of Cerritos College shall be cleared through the Foundation to ensure coordination of fundraising activities. The Foundation is not responsible for directing or coordinating events for Cerritos College that are not for the purposes outlined in this section.

6. *Interest Groups* The Cerritos College Foundation shall develop, maintain, and cultivate relationships with interest groups including but not limited to the following:

    a. Alumni Association
    b. President's Circle

c. Business Partners

–Asset Investment.

If Cerritos College deposits gifts with the Foundation for investment purposes, the Foundation may pool those funds with the Foundation's funds and other funds held by the Foundation in a pooled investment portfolio ("Pooled Investments"). In doing so, it is mutually understood that:

1. Cerritos College retains ownership of Cerritos College funds;
2. The Foundation is authorized to invest Cerritos College funds in the same manner as other Foundation funds;
3. Cerritos College funds are subject to the Foundation's administrative fees in accordance with the Foundation's policies;
4. Cerritos College funds may be pooled with the Foundation's institutional funds and other funds for the purpose of participating in the Pooled Investments;
5. There is no trust relationship between the Foundation and Cerritos College express or implied;
6. Pooled Investments shall be invested in accordance with the Foundation's investment policy;
7. There is an inherent risk involved with investing that is beyond the control of the Foundation, including the potential for loss of Cerritos College's principal in the initial investment, loss of subsequent deposits, loss of interest or appreciation, and loss of other financial gains;
8. Neither party is obligated to offer or accept investment advice to or from the other party;
9. The Foundation has not and does not hold itself out as an investment advisor or as a professional investment corporation;
10. Cerritos College's representative for all matters relating to the investment of Cerritos College funds by the Foundation is the Cerritos College President/Superintendent or designee.

For all Cerritos College funds invested by the Foundation, the Foundation shall provide periodic summaries and confirmations of balances of Cerritos College funds as may be requested or required. Additionally, the Foundation shall provide Cerritos College with a copy of its most recent investment policy.

Upon written notice from Cerritos College requesting withdrawal of Cerritos College funds from the Pooled Investments, the Foundation shall withdraw the funds within a reasonable length of time such that removal of the funds may be completed without adversely affecting the remaining investment portfolio.

–Foundation Operations.

The Foundation is responsible for establishing a financial plan to pay the costs of Foundation programs, operations, and services. The Foundation has the right to impose a reasonable fee on funds the Foundation manages.

The Foundation shall maintain, at its own expense, copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.

The Foundation shall expend unrestricted funds and/or the income or gains therefrom and/or assess fees for services for its operating expenses, including payment of reasonable compensation for services actually rendered in the operation of the Foundation.

The Foundation shall design, adopt, and may amend as necessary, the budget and/or strategic plan for the Foundation. The annual budget shall identify expected revenue and proposed expenditures from undesignated funds for the Foundation operating expenses.

The Foundation may engage the services of outside legal counsel for the review of contracts and other legal issues as necessary.

Any sub-contractor hired by the Foundation is the sole legal and financial responsibility of the Foundation. The Foundation fully indemnifies Cerritos College from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by a sub-contractor on behalf of the Foundation.

–Effective Date.

This memorandum of understanding shall become effective when executed by duly authorized representatives of both parties.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto as of the date written below.

Cerritos Community College District	Cerritos College Foundation
By: _____	By: _____
Dr. Jose Fierro President/Superintendent Cerritos College	Steven Richardson Executive Director Cerritos College Foundation
Date: _____	Date: _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 1, 2017**
Agenda Item No. 59

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Authorization for the District to Begin Implementation of a 16-Week Academic Calendar

ACTION
It is recommended that the Board of Trustees authorize the District to begin implementation of a 16-Week Academic Calendar with the understanding that some items pertaining to implementation may fall under the CCFF-District collective bargaining agreement.

FISCAL IMPACT
Transition costs from an 18-week to a 16-week academic calendar are estimated to be between $600,000 and $1 million. Ongoing costs each academic year thereafter are yet to be determined. The actual cost or savings will be presented at a future board meeting as implementation data is gathered.

REPORT SUMMARY
An ad hoc committee consisting of four representatives of the District and four representatives of the CCFF was established for the purpose of reviewing and updating recommendations from a joint District-CCFF Compressed Calendar report. The committee recommended that the District adopt the 16-week compressed calendar and implement it as soon as is practical. The committee cited its belief that the conversion would lead to improved student retention and success rates by about two percent and would better align with four-year institutions and K-12 institutions.

Upon authorization by the Board of Trustees, the President/Superintendent will authorize staff to begin the implementation phase, which will include the development of a projected budget that includes both transition costs and ongoing costs of a 16-week academic calendar. This information will be presented to the Board of Trustees at a future board meeting.

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: **March 1, 2017**
Agenda Item No. 60

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: **Consideration of Appointment of Three Members of the Board of Trustees as Ex Officio Directors of the Cerritos College Foundation**

ACTION
It is recommended that the Board of Trustees appoint trustees Martha Camacho-Rodriguez, Marisa Perez, and Zurich Lewis as ex officio directors of the Cerritos College Foundation.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Bylaws of the Cerritos College Foundation state that “no more than three (3) members of the District Board of Trustees may serve as an ex-officio director of the Foundation.” (Article VI, Section 2(B)(3))

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

ATTACHMENT(S)
Memorandum of Understanding