

CERRITOS COLLEGE

BOARD BOOK

MARCH 7, 2018

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Teleconference Location:
Proper Hotel, 1100 Market Street Hotel, San Francisco, CA 94102

Wednesday, March 7, 2018 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Dr. Shin Liu, Board Vice President
Trustee Area 5

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

Carmen Avalos, Member
Trustee Area 2

Dr. Jose Fierro
President/Superintendent

James Cody Birkey, Member
Trustee Area 3

Marisa Perez, Member
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Raul Avalos
Student Trustee

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:
President's Office - 11110 Alondra Boulevard - Norwalk, California 90650
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX
Copies of the agenda materials are available in the President's Office and are available online at www.cerritos.edu/board

1. **Invocation**

2. **Pledge of Allegiance: Marisa Perez**

3. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

OPEN SESSION AGENDA

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

   The Board of Trustees will recognize David Tilahun, International Admissions Specialist, as Classified Employee of the Month for February 2018.

5. **Institutional Presentation: Enrollment Update**

   The Board of Trustees will receive a presentation from Rick Miranda, Vice President of Academic Affairs, regarding an FTES update and the strategies employed to increase enrollment.

CONSENT CALENDAR ITEMS

Agenda Items 6-35 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**

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

7. **Business, Humanities, and Social Science Honorarium for Guest Speaker**

   It is recommended that the Board of Trustees approve a BHSS honorarium for guest speaker Richard Wolff for the Spring 2018 semester. Business, Humanities, and Social Science division funds in the amount of $2,000 will be utilized for this expenditure.

8. **Perkins Honorariums for Workshop Guest Speakers (Film Product Program)**

   It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the Film Product program for the 2017-2018 academic year. Perkins funds in the amount of $750 will be utilized for this expenditure. No district general funds will be used.

9. **Perkins Honorariums for Workshop Guest Speakers (Physical Therapist Assistant Program)**

   It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the Physical Therapist Assistant program for the 2017-2018 academic year. Perkins funds in the total amount of $1,200 will be utilized for this expenditure. No district general funds will be used.

10. **Success Center Tutor Training Faculty Stipend**

    It is recommended that the Board of Trustees approve a stipend for faculty member Lee Anne McIIroy to facilitate Success Center tutor training workshops. Basic Skills Initiative funds will be utilized. General funds will not be used.

11. **Teacher TRAC Faculty Stipend**

    It is recommended that the Board of Trustees approve a faculty stipend totaling $1,000 for portfolio review for high school students in articulated courses and coordination with high school education pathway faculty. Teacher TRaining ACademy (TRAC) general funds will be utilized for this expenditure.

12. **Faculty Entrepreneurship Champion Mini-Grant Project Stipends**

    It is recommended that the Board of Trustees approve payment of stipends in the total amount of $6,450 for business administration faculty for work to be performed January 1, 2018 through June 30, 2018 as stipulated in, and funded by, the Faculty Entrepreneurship Champion Mini-Grant. The Faculty Entrepreneurship Champion Mini-Grant will be utilized for this expenditure. No general funds will be used.

13. **Learning Community Faculty Stipends**

    It is recommended that the Board of Trustees approve individual stipends totaling $5,400 for faculty teaching in Learning Communities during the Spring 2018 semester. Funds from the Learning Community Program budget will be utilized for this expenditure.

14. **Teacher Preparation Pipeline Grant (TPP) Faculty Stipends**

    It is recommended that the Board of Trustees approve individual stipends totaling $3,500 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the Spring 2018 semester. Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No general funds will be used.

15. **Ratification of Change Order No. 1 [Deductive Credit], (Contract No. 16P015), Field Turf International, Inc. dba Field Turf USA, Inc., Stadium Turf Replacement**

    It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $9,679 for the Stadium Turf Replacement project. The deductive amount from Change Order No. 1 will be $9,679, decreasing the contract amount to $1,697,982. Funding will be reallocated to the GO Bond.

16. **Ratification of Change Order No. 2 [Owner Added Scope], (Contract No. 15P008), Envise, Campus Energy Management System Project**

    It is recommended that the Board of Trustees ratify Change Order No. 2 [Owner Added Scope] in the amount of $6,911 for the Campus Energy Management System project. The amount from Change Order No. 2 will be $6,911, increasing the contract amount to $2,784,579. Funding will be allocated from the GO Bond.

17. **Ratification of Change Order No. 1 [Unforeseen Conditions, Owner Added Scope], (Contract No. 15P016), Envise, Chilled Water Expansion Project**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions, Owner Added Scope] in the amount of $44,805 for the Campus Energy Management System project. The amount form Change Order No. 1 will be $44,805, increasing the contract amount to $4,927,642. Funding will be allocated from the GO Bond.

18. **Ratification of Change Order No. 1 [Agency Driven Changes], (Bid No. 16P002, Category 01), K.A.R. Construction, Inc., Shade Structures**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes] in the amount of $31,967 for the Shade Structures project. The amount from Change Order No. 1 will be $31,967, increasing the contract amount to $851,967. Funding will be allocated from the GO Bond.

19. **Ratification of Change Order No. 1 [Deductive Credit, Owner Added Scope, Agency Driven Changes], (Bid No. 17P007), PaveWest, Inc., Parking Lot Phase 2**

    It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit, Owner Added Scope, Agency Driven Changes] in the amount of $187,563 for the Parking Lot Phase 2 project. The amount from Change Order No. 1 will be $187,563, increasing the contract amount to $2,500,527. Funding will be allocated from the GO Bond.

20. **Ratification of Acceptance of Gift**

    It is recommended that the Board of Trustees ratify the acceptance of a gift on behalf of Cerritos College. There is no cost to Cerritos College for the donated item.

21. **Sale of Surplus and Obsolete Materials/Equipment**

    It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures. Proceeds from the sale of surplus items will be deposited into the General Fund.

22. **Purchase Orders for the Month of January 2018**

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

23. **Contracts for the Month of January 2018**

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

24. **Contract with Integrative Impact, LLC for Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan**

    It is recommended that the Board of Trustees approve the contract with Integrative Impact, LLC for project management/administrative support of the Clean Fuels Transportation Pilot Career Opportunity Training Plan funded by the California Energy Commission. Cerritos College will receive funding in the amount of $43,000 to pay for the below project management/administrative support services; funding is made possible through Cerritos College's agreement with the State Energy Resources Conservation and Development Commission.

25. **Keenan & Associates for Supplemental Employee Retirement Plan Services**

    It is recommended that the Board of Trustees approve the agreement with Keenan & Associates for Supplemental Employee Retirement Plan Services. The total contract sum shall be for the amount of 4.0% of the total premium for the annuity(s) used to fund the Plan; funding for this contract will be allocated from the Retirees budget for the respective campus constituent groups. The premium for the annuity(s) does not include the commission on premiums payable to Keenan for their services as outlined in the agreement.

26. **Ratification of Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement for Professional Services with TSG Enterprises, Inc. dba The Solis Group for the Performing Arts Center Project**

    It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement for Professional Services with TSG Enterprises, Inc. dba The Solis Group for the Performing Arts Center project. The total contract sum shall be for the not-to-exceed amount of $144,189; this amount will be funded from the GO Bond. TSG Enterprises, Inc. dba The Solis Group is headquartered in Pasadena, CA.

27. **Ratification of Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Social Science Elevator Project**

    It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Social Science Elevator Project. The total contract sum shall be for the not-to-exceed amount of $59,052.56; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

28. **Make Budget Transfers and Budget Adjustments**

    It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Restricted General Funds, Student Health Services Fund, Insurance – Property Liability Fund, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund, and Sustainability Fund ending balances.

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

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

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

    It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel. No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

31. **Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year**

    It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017-2018 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

32. **Approval of Public Employment: Tenured**

    It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2018-2019 academic year. No additional financial effect. This is budgeted in the General Fund.

33. **Request for Unpaid Leave of Absence: Dr. Hillary Mennella, Associate Dean of Student Health, Wellness and Veterans' Services (Student Health Services)**

    It is recommended that the Board of Trustees approve Dr. Hillary Mennella's request for a 100% unpaid leave of absence due to personal reasons for the period of January 22, 2018 through March 12, 2018. The Interim Associate Dean position is being filled by Diana Lerner. This temporary position was previously approved during the October 4, 2017 Board meeting and is approved through June 30, 2018 on an as needed basis. Dr. Mennella will not be receiving any remuneration during this leave time. No new or additional financial effects result.

34. **Employment of Temporary Full-time Classified Manager**

    Chacon, Roland, Interim Captain of Campus Police, Management Employees Salary Schedule, Grade 28, Step 5 ($8,643.00/month), effective March 8, 2018 to not to exceed June 30, 2018, or until position is filled, whichever is sooner

35. **Ratification of Temporary Management "Out-of-Classification" Assignment**

    It is recommended that the Board of Trustees ratify a temporary "out-of-classification" assignment for Shawna Baskette, Dean of Academic Success, to perform additional responsibilities effective February 21, 2018 for a period not to exceed June 30, 2018. No fiscal impact. The Dean of Academic Affairs position is vacant.

INFORMATION ITEMS

Agenda Items 36-38 are presented as Information Items.

36. **Information Item: Associated Students Cerritos College (ASCC) Financial Report for the Period Ending December 31, 2017**

The Board of Trustees will review the Associated Students Cerritos College (ASCC) Financial Report for the Period Ending December 31, 2017.

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

The Board of Trustees will review the January 29, 2018 and February 12, 2018 College Coordinating Committee Minutes.

38. **Information Item: Guided Pathways Work Plan**

It is recommended that the Board of Trustees receive and accept the Cerritos College Guided Pathways Work Plan. The District shall receive $2,429,000 from the State of California to participate in the California Community Colleges Guided Pathways Initiative. The funds will be distributed in five annual installments of $607,000 in 2018-19, $729,000 in 2019-20, $607,000 in 2020-21, $243,000 in 2021-22, and $243,000 in 2022-23.

ADMINISTRATIVE MATTERS

Agenda Items 39-41 are presented as Administrative Items.

39. **Consideration of Approval of Sabbatical Leave Reports for 2016-2017 Academic Year**

It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2016-2017 Academic Year. No fiscal impact.

40. **Consideration of Ratification of Academic Calendar for the 2017-2018 Fiscal Year**

It is recommended that the Board of Trustees ratify the attached 2017-2018 Academic Calendar. There is no fiscal impact.

41. **Consideration of Approval of Academic Calendar for the 2018-2019 Fiscal Year**

It is recommended that the Board of Trustees approve the attached 2018-2019 Academic Calendar. There is 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 90 MINUTES

42. **Significant exposure to litigation pursuant to Government Code Section sections 54954.5(d)**
Claimant: One case
Agency claimed against: Cerritos Community College District

43. **Public Employee Discipline/Dismissal/Release (GC #54957)**
- A. Case #: 83371114
- B. Case #: 66891003
- C. Case #: 12311011
- D. Case #: 08951007
- E. Case #: 72271008

44. **Conference with Labor Negotiators (GC #54957.6)**
- A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
- B. Employee Organizations:
  California School Employees Association (CSEA)
  Cerritos College Faculty Federation (CCFF)
- C. Unrepresented Employees:
  Management Employees
  Contract Management Employees
  Confidential Employees

45. **Reconvene to Open Session**

46. **Adjournment**

The Next Regular Meeting of the Board of Trustees is set for Wednesday, April 11, 2018 at 7:00 p.m.

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 1, 2018 at 10:00 a.m., as required by law.

_____
Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 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 David Tilahun, International Admissions Specialist for The Office of International Students as Outstanding Classified/Confidential Employee of the Month for February 2018.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Outstanding Classified/Confidential Employee Selection Committee named David Tilahun as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for February 2018.

David began his career at Cerritos College in the Office of International Students on January 20, 2005.

David exemplifies the qualities and character of a dedicated college employee who goes above and beyond the call of duty. He is an utmost professional who represents the college favorably. In the Office of International Student Services, they are focused on student engagement and student success. David works tirelessly to help contribute towards these efforts. He is always ready and willing to welcome and guide students through the application and admissions process.

David is involved with the Safety Committee, he has been the advisor and co-advisor for the International Student Association Club for many years and is a trainer for Cerritos College's Cultural Responsive Teaching and Learning Workshops.

David, 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 7, 2018**
Agenda Item No. 6

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, 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.

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. The 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; the 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 7, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Chicano Studies – Associate in Arts	Prefix change with cross-listed program WGS (formerly known as WS) and adding/removing courses in program.	January 25, 2018
Modification	Business, Humanities, and Social Sciences	History – Associate in Arts for Transfer	Prefix change with cross-listed program WGS (formerly known as WS)	February 8, 2018
Modification	Business, Humanities, and Social Sciences	Sociology – Associate in Arts for Transfer	Prefix change with cross-listed program WGS (formerly known as WS)	January 25, 2018
Modification	Business, Humanities, and Social Sciences	Economics – Associate in Arts	Prefix change with cross-listed program WGS (formerly known as WS)	January 25, 2018
Modification	Business, Humanities, and Social Sciences	Art History- Associate in Arts for Transfer	Prefix change with cross-listed program WGS (formerly known as WS)	January 25, 2018
Modification	Business, Humanities, and Social Sciences	Visual and Cultural Studies – Associate in Arts	Prefix change with cross-listed program WGS (formerly known as WS)	January 25, 2018
Modification	Business, Humanities, and Social Sciences	Global Studies – Certificate of Achievement	Prefix change with cross-listed program WGS (formerly known as WS)	January 25, 2018
Modification	Business, Humanities, and Social Sciences	Business Administration: Retail Management – Certificate of Achievement	Prefix change with cross-listed program WGS (formerly known as WS)	February 8, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Rachel Mason
Instructional Dean, Business,
Humanities, and Social Sciences

SUBJECT: Consideration of Approval of Business, Humanities, and Social Science Honorarium for Guest Speaker

ACTION
It is recommended that the Board of Trustees approve a BHSS honorarium for guest speaker Richard Wolff for the Spring 2018 semester.

FISCAL IMPACT
Business, Humanities, and Social Science division funds in the amount of $2,000 will be utilized for this expenditure.

REPORT SUMMARY
In an effort to increase student engagement and interest in the disciplines of history, philosophy, and economics, these departments have organized a series of lectures by prominent intellectuals relevant to issues of political economy and social justice. Professor Richard Wolff of New School University is the first of these speakers.

Name	Topic	Honorarium
Richard Wolff	Which Way for US Economy?	$2,000

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 7, 2018**
Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Perkins Honorariums for Workshop Guest Speakers (Film Product Program)

ACTION
It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the Film Product program for the 2017-2018 academic year.

FISCAL IMPACT
Perkins funds in the amount of $750 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 Perkins funding to hold a series of workshops and lectures conducted by industry experts during the 2017-2018 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.

	Name	Topic	Workshop Honorarium
1.	Daniel Brent Nieto	Art Director	$500 (4-Hour Workshop)
2.	Daniel Brent Nieto	Set Decorator	$250 (2-Hour 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 7, 2018**
Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Perkins Honorariums for Workshop Guest Speakers (Physical Therapist Assistant Program)

ACTION
It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the Physical Therapist Assistant program for the 2017-2018 academic year.

FISCAL IMPACT
Perkins funds in the total amount of $1,200 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY
As part of the effort to improve the Physical Therapist Program, the Health Occupations Division has been awarded Perkins funding to hold a series of workshops and lectures conducted by industry experts during the 2017-2018 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. Each individual will give a 4-hour workshop for a $100 honorarium. These will be scheduled on the "as needed" basis.

	Name	Topic
1.	Jeff Rodrigues	Cardiopulmonary Overview and Special Considerations for PT Assistants
2.	Noelle Budrovich	Vestibular Rehabilitation
3.	Michael Holden	Core strengthening/Pilates
4.	Susan Orr	Obstetric Physical Therapy
5.	David Allen Hogan	Prosthetics and Orthotics for PTAs
6.	Juan Almazan	Rehabilitation in Oncology – Special Considerations for PT Assistants
7.	Shelley Hart	Clinical Management of Lymphedema for PT Assistants
8.	Sarah Lowry	Pediatric Cardiology for PT Assistants
9.	Jamie Sakamoto	Sensory Integration in Pediatrics for PT Assistants
10.	Leilanie Dao	Clinical Management of Sensory Processing Issues In Children
11.	Leesha Augustine	Management of Oncology in Pediatrics for PT Assistants
12.	Robin Beauregard	Sports Medicine in Pediatrics

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 7, 2018**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Frank Mixson
Developmental Education Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Success Center Tutor Training Faculty Stipend

ACTION
It is recommended that the Board of Trustees approve a stipend for faculty member Lee Anne McIlroy to facilitate Success Center tutor training workshops.

FISCAL IMPACT
Basic Skills Initiative funds will be utilized. General funds will not be used.

REPORT SUMMARY
The College Committee on Developmental Education will sponsor several projects that support the action plan developed in response to the California Basic Skills Initiative. Upon completion of tutor training facilitation, which ensures that tutors continue to develop content knowledge in their field, Lee Anne McIlroy will be eligible for a stipend in the amount of $300. This coordination will provide information to better serve the needs of the basic skills math and English students.

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 7, 2018**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, 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 a faculty stipend totaling $1,000 for portfolio review for high school students in articulated courses and coordination with high school education pathway faculty.

FISCAL IMPACT
Teacher TRaining ACademy (TRAC) general funds will be utilized for this expenditure.

REPORT SUMMARY
As a part-time EDEL faculty member, Allison Fonti will oversee the review of high school student portfolios to determine credit by exam for articulated EDEL 100 courses. Additionally, she will be supporting teachers in K-12 partner districts that have an EDEL 100 articulation agreement by in-person meetings and providing exemplars assignments to assist student with passing the credit by exam portfolio. Upon completion of the work, Allison Fonti will receive a stipend payment of $1,000.

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 7, 2018**
Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Rachel Mason
Instructional Dean, Business,
Humanities, and Social Sciences

SUBJECT: Consideration of Approval of Faculty Entrepreneurship Champion Mini-Grant Project Stipends

ACTION
It is recommended that the Board of Trustees approve payment of stipends in the total amount of $6,450 for business administration faculty for work to be performed January 1, 2018 through June 30, 2018 as stipulated in, and funded by, the Faculty Entrepreneurship Champion Mini-Grant.

FISCAL IMPACT
The Faculty Entrepreneurship Champion Mini-Grant will be utilized for this expenditure. No general funds will be used.

REPORT SUMMARY
The stipends will be utilized to fund faculty research and development of a Small Business and Entrepreneurship pathway from a certificate to an AA degree, and then to a BA degree at Northwood University. The pathway will include evaluation and marketing, meeting with students, creating interest and cohort lists, and exploration of internship opportunities in accordance with the grant work plan.

The grant-approved activities include:

- Information gathering from faculty and administrators.
- Develop assessment for incoming students to determine their “entrepreneurial mindset.”
- Develop workshops and other extracurricular activities to enhance entrepreneurial mindset.
- Develop campus marketing plan for the new pathway.
- Identify and recruit students
- Compile cohorts of students for submission for block enrollment for fall 2018 term.
- Develop an evaluation plan for the program
- Identify community leads to create student internships

These resources are intended to maximize the development of the Small Business and Entrepreneurship program to ensure that a clear pathway to completion exists and is clearly defined for students to facilitate completions. These resources are needed to fully research, develop and implement the small business pathway program to maximize student understanding, participation and successful completion.

Stipends will be paid after work is completed.

- Derek Dokter 60 hours at $90.84/hour $5,450.00
- Wendy Wright 10 hours at $100.00/hour $1,000.00

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 7, 2018**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, 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 $5,400 for faculty teaching in Learning Communities during the Spring 2018 semester.

FISCAL IMPACT
Funds from the Learning Community Program budget will be utilized for this expenditure.

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 are co-enrolled in two or more courses, usually from different disciplines. Students enroll in both courses and 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 2 samples of student work from their Learning Communities interdisciplinary/integrated student assignment.

The following participants are to receive stipends:

Breit, Craig	$300
Cagnolatti, Damon	$300
Cavallaro, Lynn	$300
Chatman, Timothy	$300
Cheatham, Teresa	$600
Cole, Erin	$300
Hill, Shelia	$300
Hugen, Mark	$300
Mitchell, Valencia	$300
Mulleary, Joseph	$300
Murugiah, Yarmoli	$600

Nikdel, Mojdeh		$300
Politanoff, Ashton		$300
Reyes, Amanda		$300
Rosenfeld, Kimberly		$300
Taibjee, Sukena		$300
	Total	**$5,400**

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 7, 2018**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director of Educational Partnerships
and Programs

SUBJECT: Consideration of Approval of Teacher Preparation Pipeline Grant (TPP) Faculty Stipends

ACTION
It is recommended that the Board of Trustees approve individual stipends totaling $3,500 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the Spring 2018 semester.

FISCAL IMPACT
Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No general funds will be used.

REPORT SUMMARY
Cerritos College has received funding in the amount of $240,000 from the California Community College Chancellor's Office to continue development, enhancement, and refinement of the career technical education teacher pathway program with an emphasis on mathematics and science preparation. The funds from the Teacher Preparation Pipeline Grant are designated to develop teacher pathways and curriculum, establish student development activities, provide individualized counseling services, develop program marketing and recruitment materials/activities, develop support structures and partnerships, and provide staff development opportunities for faculty.

As stipulated and funded by the Grant, the tasks and activities described below will be carried out as follows:

TPP Professional Development Faculty Inquiry Group (FIG):

- Faculty will participate in a Faculty Inquiry Group (FIG) to provide curriculum alignment
- Faculty participate in collaboration with the other members of the FIG faculty, to more deeply explore methodologies used to implement and convey the common core standards to both students and future teachers

TPP Faculty Mentors:

- Mentor teaching interns during the length of a semester in the areas of teaching strategies, methodologies, and contextualization
- Meet with students to discuss classroom observations and hands-on experience
- Mentor High School Teachers on creating portfolios and articulating their education course.

The following participants are to receive stipends:

Bilsley, Nicole	$300
DeKraker, Dan	$300
Foral, Jason	$500
Lambert, Janet Mitchell	$300
McIloroy, Lee Anne	$300
Pacheco, Rupert	$500
Perkins, Dave	$500
Pullman, Stephanie	$300
Tait, Mark	$500
Total:	**$3,500**

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 7, 2018**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Contract No. 16P015), Field Turf International, Inc. dba Field Turf USA, Inc., Stadium Turf Replacement**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $9,679 for the Stadium Turf Replacement project.

FISCAL IMPACT

The deductive amount from Change Order No. 1 will be $9,679, decreasing the contract amount to $1,697,982. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On April 5, 2017, the Board awarded a contract to Field Turf International, Inc. dba Field Turf USA, Inc. of Montreal, Quebec, Canada for the Stadium Turf Replacement project. The project was let using the California Multiple Award Schedules (CMAS) delivery method. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The deductive amount for the attached item in Change Order No. 1 is $9,679. The original contract amount approved by the Board was $1,707,661. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a credit issued as the contractor has completed their overall scope of work and there is a cost credit remaining. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	March 7, 2018	($9,679)	-0.6%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 16P015 – Field Turf International, Inc. dba Field Turf USA, Inc.
Amendment No. 1 to CMAS Contract No. 4-6-78-0031A (Contract No. 16P015) – Field Turf International, Inc. dba Field Turf USA, Inc.
CMAS Contract No. 4-6-78-0031A – Field Turf International, Inc. dba Field Turf USA, Inc.

16P015

Project: Cerritos College
Stadium Turf Replacement

Change Order Number: 01

Contract # 4-06-78-0031A

To: FieldTurf USA, Inc
7445 Cote-de-Liesse road, Suite 200
Montreal, Quebec H4T 1G2
Phone: 514-340-9311
Fax: 514-340-9374

Date: January 16, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: The Prime Contractor's overall Scope of Work was completed and there is a cost credit remaining on their Contract.

Reason: The Prime Contractor completed all required work, and the additive/deductive modifications to their Contract resulted in a credit.

Benefit: The overall project cost to the District is reduced by issuing this credit.

Requested by: Owner

CO Type: Deductive Credit

Change Amount: ..... ($9,679.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **($9,679.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,707,661.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	1,707,661.00
Amount of Change Order No. 1	$	(9,679.00)
New Contract Sum	$	1,697,982.00

Percentage of Change to Contract -0.6%

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

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

Requested By:

January 16th 2018.

(SIGNATURE & DATE)
FIELDTURF USA, INC..
DARREN GILL
VICE PRESIDENT – MARKETING, INNOVATION, CUSTOMER SERVICE

Approved By:

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

Reviewed By:

1/25/2018

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

Reviewed By:

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

Reviewed By:

1/22/18

(SIGNATURE & DATE)
LPA, INC.
STEVEN KEY
ARCHITECT OF RECORD

Reviewed By:

1/22/18

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

Reviewed By:

01/25/18

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

ADDENDUM NO. 1
TO
CMAS CONTRACT NO. 4-06-78-0031A
FIELDTURF INTERNATIONAL, INC. DBA FIELDTURF USA, INC.

CMAS No. 4-6-78-0031A

This ADDENDUM is made and entered into this **6TH** day of **April**, **2017**, 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 ~~**FieldTurf International, Inc. dba**~~ **FieldTurf USA, Inc.** ("CONTRACTOR"), with its principal place of business at 7445 Cote de Liesse Road, Suite 200, Montreal, QC Canada H4T 1G2, and licensed to do business in the State of California, US. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties.". This ADDENDUM is made with reference to the following facts:

WHEREAS, the DISTRICT seeks to purchase equipment and services in connection with **Stadium Turf Replacement**, hereinafter referred to as "SERVICES" and defined in the proposal reference as Exhibit "A" of this ADDENDUM; and

WHEREAS, the DISTRICT will use the piggyback provision referenced under the **California Multiple Award Schedule (CMAS) FieldTurf USA, Inc., CMAS No. 4-6-78-0031A**, authorized under Public Contract Code Section 20652; and

WHEREAS, CONTRACTOR shall comply with the terms and conditions under the terms and conditions under the aforementioned contract defined in Exhibit "B"; and

WHEREASE, CONTRACTOR shall perform the SERVICES in accordance with the schedule that shall be set forth in Exhibit "C"; and

NOW, THEREFORE, the PARTIES hereto agree as follows:

1. Notices. Notices of the DISTRICT and CONTRACTOR to the other shall be transmitted in writing in accordance with Exhibit "B". Notices under the ADDENDUM shall be addressed as follows:

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Tel: (562) 467-5203

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR:

Representative: Jay Matos, Operations Manager
(Name & Title)

Tel: 514-375-2605

For Notices: same as above

Fax: 514-340-9374

2. Contract Price. The DISTRICT shall pay the CONTRACTOR as full consideration for the CONTRACTOR's full, complete and faithful performance of the CONTRACTOR's obligations under the ADDENDUM, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price is **Not-To-Exceed ONE MILLION SEVEN HUNDRED SEVEN THOUSAND SIX HUNDRED SIXTY ONE AND 00/100 dollars ($1,707,661.00)**. The Contract Price is based upon the CONTRACTOR's Proposal for the Work.

3. Authority to Execute. The individual(s) executing this ADDENDUM on behalf of the CONTRACTOR is/are duly and fully authorized to execute this ADDENDUM on behalf of CONTRACTOR and to bind the CONTRACTOR to each and every term, condition and covenant of the ADDENDUM.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Felipe R. Lopez
Vice President of Business Services
Typed or Printed Name, & Title

Date: 4/26/2017

CONTRACTOR:

By: _____
Signature

Marie-France Vantel, Assistant Secretary
Typed or Printed Name, & Title

Susy.matos@fieldturf.com
E-mail

58-2330410
Tax Identification Number (EIN)

Date: April 24, 2017

"EXHIBIT A"

1. ~~FieldTurf International, Inc. dba~~ **FieldTurf USA, Inc.** shall provide professional services, equipment, and materials as noted in the Scope of Work and Price Proposal dated February 27, 2017 (with noted District changes) for the **Stadium Turf Replacement** project are hereby incorporated into this agreement as Exhibit "A".

FieldTurf
A Tarkett Sports Company

Cerritos College Proposal Breakdown

Turf Materials	$292,984.00
Freight	$ 16,150.00
Labor	$103,676.00 (22.35%)
Equipment	$ 5,750.00
Taxes	$ 37,420.00
Bonds	$ 7,855.00
Turf Total	**$463,835.00**

Brock Materials	$151,735.00
Brock Labor	$ 17,279.00 (9.55%)
Brock Freight	$ 11,850.00
Brock Total	**$180,864.00**

Base Materials	$ 870,286.00
Base Labor	$ 192,676.00 (18.13%)
Base Total	**$1,062,962.00**

Project Total $1,707,661.00
Project Total Labor $313,631 (18.37%)



7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 • Website: http://www.fieldturf.com

FieldTurf
A Tarkett Sports Company

CMAS QUOTATION

CA LICENSE # 849044

This QUOTATION is dated this **27TH** day of **February 2017.**

Between: **Cerritos College (The "Customer")**
11110 Alondra Blvd
Norwalk, CA 90650

And: **FieldTurf USA, Inc. (The "Supplier")**
7445 Côte-de-Liesse Road, Suite 200
Montréal, Québec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf Revolution 360 (2.25")** for use as an **outdoor field** measuring approximately **86,397 sq ft.** to the Customer located at **11110 Alondra Blvd Norwalk, CA 90650.**

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION / ESTIMATE DETAILS:

THE PRODUCT

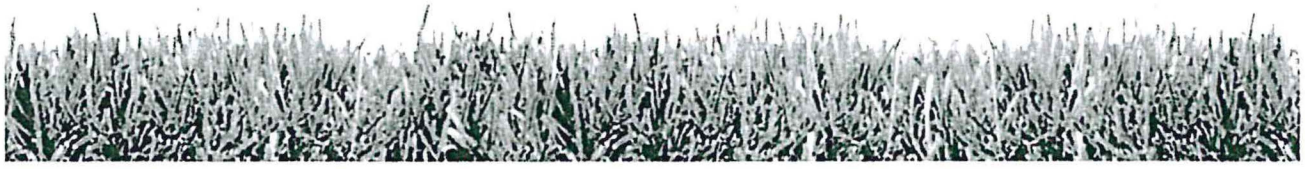
The Supplier hereby agrees to sell, to supply and to install **FieldTurf Revolution 360 (FTRV360-57), 2.25 inches** thick **outdoor** artificial grass in-filled playing surface for use as a **football** field measuring approximately **86,397 sq.ft.** (the "Product")

SUPPLY OF PRODUCT

The Supplier shall perform the work required by ~~this~~ THE Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions ~~hereof.~~ THE AGREEMENT.

The Supplier requires a minimum of (6) week's lead time from the acceptance of layouts and approval of all plans.

P. 2/6



FieldTurf
A Tarkett Sports Company

SITE PREPARATION WORK

The Supplier shall provide the site preparation work in accordance with the plans / specifications provided by LPA. The site preparation work will be subject to the same conditions and requirements indicated in ~~Section 7 "Installation" hereof.~~ PLANS / SPECIFICATIONS. APPROVED BY DSA ON 01-17-2017.

PRICE

The purchase price for the Product fully installed shall be **$1,707,661**(the "Purchase Price"), as set out below~~, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs~~.

~~The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.~~

A **2.25** Inch, **FieldTurf Revolution 360 (FTRV360-57)** Series turf – Cerritos College:

Turf Cost	$382,210.18
Brock PowerBase Pro	$177,977.82
Inlaid football markings (numbers, arrows and hash marks)	INCLUDED
Inlaid football markings (media lines)	INCLUDED
Midfield Logo (Falcon)	$12,600.00
End Zone Letters (1) Color "CERRITOS COLLEGE"	$18,000.00
Maintenance Equipment (SweepRight and GroomRight)	$5,750.00
Sales Tax on Materials only	$37,420.00
Bonding	$7,855.00
FieldCare (8) Year Maintenance Package (2) visits per Year	$28,000.00
8 Year 3rd Party Warranty	INCLUDED
CMAS Fees	INCLUDED
Sub-total:	**$669,813.00**
Base Work	**$1,037,848.00**
Construction superintendent	
Removal and disposal of existing turf and base	
SWPPP	
Rough Grade / Finish Grade	
Drainage Base for New Turf	
Turf and Base Total:	**$1,707,661.00**



7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 • Website: http://www.fieldturf.com

FieldTurf
A Tarkett Sports Company

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

5% SUBMITTALS ~~i) Thirty five percent (35%) of the Purchase Price due upon Customer's execution of the Supplier's Sales Agreement;~~

AS PROVIDED ON CAMPUS ON A MONTHLY BASIS ~~ii) Thirty-five percent (35%) of the Purchase Price on delivery and receipt of the components of the Product to the Site;~~

5% PUNCHLIST ~~iii) Twenty percent (25%) of the Purchase Price upon completion of the work;~~

5% CLOSEOUT ~~iv) Remaining balance ten percent (5%) upon the signing of the Certificate of Completion.~~

5% RETENTION

The Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within ~~10~~ 30 days following ~~the date to~~ the applicable invoice. APPROVAL

~~Any unpaid balance bears interest at a rate of 10% per year.~~

ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force; SUBSTANTIAL

The Warranty currently in force takes effect upon the signing of the Certificate of Completion. SUBSTANTIAL

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier. SUBSTANTIAL

~~Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.~~

The Customer shall prohibit use of the field if the Customer alleges said field to be ~~incomplete or~~ dangerous. For greater security, in the event that the Customer deems the

P. 4/6



field to be ~~incomplete or~~ dangerous the Customer will immediately notify its insurers of this additional risk.

INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **9,807 square feet** and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by ~~the Customer~~ over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles. TRACK, EXISTING SURFACES, ETC.

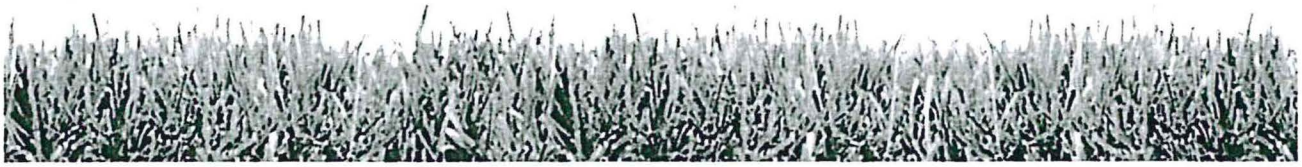
FIELDTURF

~~Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.~~

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. ~~The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.~~

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.



FieldTurf
A Tarkett Sports Company

CMAS No. 4-06-78-0031A

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ~~SUPPLIER'S~~ STANDARD ~~SALES~~ AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, ~~AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.~~

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN SOUTHERN CALIFORNIA; TIM COURY BY TELEPHONE (760) 635-2504, EMAIL tcfieldturf@cox.net.

ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2ND FLOOR, WEST SACREMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).

AND

2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374
ATTENTION: SUSY MATOS, OPERATIONS MANAGER.

READ, AGREED, AND ACCEPTED

Per:_____

P. 6/6



"EXHIBIT B"

1. This proposal is provided under the **California Multiple Award Schedule (CMAS), CMAS No. 4-6-78-0031A** contract with **FieldTurf International, Inc. dba FieldTurf USA, Inc.**, which is authorized under the Public Contract Code Section 20652, hereby incorporated into this agreement as Exhibit "B".

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

FieldTurf USA, Inc.

CONTRACT NUMBER:	**4-06-78-0031A**
SUPPLEMENT NO.:	6
CMAS CONTRACT TERM:	10/7/2016 through 11/30/2021
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-9631S
BASE SCHEDULE HOLDER:	FieldTurf USA, Inc.

This contract provides for the purchase, warranty and installation of synthetic turf, surface and flooring. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 11-30-21. In addition, this supplement replaces in its entirety FieldTurf USA, Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 11-30-16. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

The services provided under this CMAS contract are only in support of the products sold under this CMAS contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **10/7/2016**

YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 6

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Beynon
Brand-FieldTurf
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Playground-Surface Rubberized
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-9631S (FIELDTURF USA, INC.) with a GSA term of 8/7/2016 through 8/6/2021. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to **(514) 340-9374:**

FieldTurf USA, Inc.
7445 Cote de Liesse Road, Suite 200
Montreal, QC Canada H4T 1G2
Attn: Contracts Administrator

Agencies with questions regarding products and/or services may contact the contractor as follows:

Contact: Sarah Morehead
Phone: (503) 563-6390
E-mail:
sarah.morehead@smartbuycooperative.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

FieldTurf USA, Inc.'s California Seller's Permit No. is 97731798. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

Installation charges are included in the price of the product. See base GSA schedule.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under $5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is $2,000.

ORDERING PROCEDURES

1. **Order Form**

   State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

   Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

   Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:
   http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx.

2. **Purchase Orders**

   State and Local Government agencies are required to send a copy of each CMAS purchase order to:

   Department of General Services
   Procurement Division, Data Management Unit
   PO Box 989052, MS #2-203
   West Sacramento, CA 95798-9052
   (or via Interagency Mail Service #Z-1)

   The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. **Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. **Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. **Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity and/or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

FieldTurf USA, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**
See the current fees in the DGS Price Book at: http://www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and

- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

FieldTurf USA, Inc.'s California Contractor's License number is 849044. This is a Class C-61 license that is valid through 10/31/2018.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.

4. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

4. Any other item or class of items specifically excluded from the scope of this contract.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62.
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over $5,000 within 10 days of award, including supplements that exceed $5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal $600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than $5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Prompt Payment Terms: Prompt payment discount of 1% when full payment is received within 10 days or less of installation completion. Net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: http://www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee. This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

FieldTurf USA, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term ($1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS $Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS $Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922 or 1-888-877-5379
TTY:	1-800-735-2929 or 1-888-877-5378
Speech-to-Speech:	1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Contract Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____ Revision ☐

Reporting Quarter: Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): $ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

1. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized Contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. CONTRACT FORMATION: If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. CMAS -- ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

   Should the State desire financing of the assets provided hereunder through GS $Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

    a) these General Provisions – Non-IT Commodities;
    b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
    c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

d) Statement of Work, including any specifications incorporated by reference herein;
e) special terms and conditions; and
f) all other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:
    a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i) show the number of the container and the total number of containers in the shipment; and
        ii) the number of the container in which the packing sheet has been enclosed.
    b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
    a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. TIME IS OF THE ESSENCE: Time is of the essence in this Contract.

15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:
    a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
    b) All Goods may be subject to inspection and test by the State or its authorized representatives.
    c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES:
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. CMAS – WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

i) Stop work as specified in the Notice of Termination.

ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii) Terminate all subContracts to the extent they relate to the work terminated.

iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. **TERMINATION FOR DEFAULT:**

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;

ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or

iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).

b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.

c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:

i) Completed Goods, and

ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
a) Acts of God or of the public enemy, and
b) Acts of the federal or state government in either its sovereign or Contractual capacity.
If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:
a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:
a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the Contractor.
b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:
   a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
   b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
   c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
      i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
      ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
   d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
   e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
      i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
      ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
      iii) The modification by the State of the equipment furnished hereunder or of the software; or
      iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
   f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
   g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:
   a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, *Contractor* shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
   b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:
   a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
      i) Cancel the Stop Work Order; or
      ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
   b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
      i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
      ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
   c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
   d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:
   a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
   a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   i) the assignee has not been injured thereby, or
   ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
   a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
   b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
      i) the dangers of drug abuse in the workplace;
      ii) the person's or organization's policy of maintaining a drug-free workplace;
      iii) any available counseling, rehabilitation and employee assistance programs; and,
      iv) penalties that may be imposed upon employees for drug abuse violations.
   c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
      i) will receive a copy of the company's drug-free policy statement; and,
      ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:
   a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
   a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
   b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
    a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
    b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;
    (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and
    (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:
Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):
    a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
    b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
    c) The Contractor hereby certifies by signing this Contract that:
        i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
        ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
    d) Laws to be Observed
        i) Labor
        Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

        Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
        ii) Worker's Compensation Insurance

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll
The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:
   a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
   b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
   c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
   d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
   e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
   a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
   b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
   c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:
   a) Current State Employees (Public Contract Code Section 10410):
      i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
      ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
   b) Former State Employees (Public Contract Code Section 10411):
      i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
      ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:
Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. CMAS -- LEASE (Lease $Mart ™): If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

67. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

68. CMAS -- LIQUIDATED DAMAGES:
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

69. CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

"EXHIBIT C"

1. **FieldTurf International, Inc. dba FieldTurf USA, Inc.** shall provide professional services, equipment, and materials as noted in the Scope of Work and Price Proposal dated February 27, 2017 (with noted District changes) for the **Stadium Turf Replacement** in accordance with the below schedule. **FieldTurf International, Inc. dba FieldTurf USA, Inc.** agrees and acknowledges that if SERVICES are not completed according to the below schedule then the DISTRICT will suffer damage.

Date	Activity
05/22/17	**Construction Start (mandatory start date)**
05/26/17	Complete demo of existing turf and shock pad (1 week)
06/02/17	Complete export (1 week)
06/09/17	Complete over-excavation / subgrade preparation (o-ex / subgrade prep.) (1 week)
06/23/17	Complete drainage and cooling system (1 to 2 weeks)
06/30/17	Complete import and base compaction (1 week)
07/14/17	Complete shock pad installation (2 weeks)
07/28/17	Complete turf installation (2 weeks)
08/04/17	Complete game lines & misc. (1 week)
08/04/17	**Substantial Completion**
08/11/17	Complete punchlist and corrections (1 week)
08/18/17	Complete construction contingency (1 week)
09/01/17	Complete owner contingency (2 weeks)
09/01/17	**Final Completion (Mandatory completion of project)**
09/09/17	First Home Game

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 2 [Owner Added Scope], (Contract No. 15P008), Envise, Campus Energy Management System Project**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 2 [Owner Added Scope] in the amount of $6,911 for the Campus Energy Management System project.

FISCAL IMPACT
The amount from Change Order No. 2 will be $6,911, increasing the contract amount to $2,784,579. Funding will be allocated from the GO Bond.

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

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

The total amount for the attached item in Change Order No. 2 is $6,911. The original contract amount approved by the Board was $2,784,579. Change Order No. 2 is in compliance with applicable statutes. Change Order No. 2 is due to owner added scope consisting of the installation of one (1) access panel in Electrical Room 42 of the Liberal Arts Building and one (1) gas valve along the north exterior elevation of the Community Education Building. These additions were provided to accommodate access for future

maintenance. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	March 7, 2018	$6,911	7.6%
	1	September 6, 2017	$189,670	7.3%

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

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

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

ATTACHMENT(S)
Change Order No. 2 to Contract No. 15P008 - Envise
Change Order No. 1 to Contract No. 15P008 - Envise
Contract No. 15P008 - Envise

Project:	Cerritos College Campus Energy Management System Upgrades	Change Order Number: 02 Contract # 15P008
To:	Envise 7421 Orangewood Avenue Garden Grove, CA 92841 Phone: 714-657-1497 Fax: 714-891-5015	Date: January 23, 2018 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

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

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

Time Extension: .....0 Work days

Item 2.02

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

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

Time Extension: .....0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2018

Requested By:

1/24/18
(SIGNATURE & DATE)
ENVISE
AMGAD BEBAWY
PROJECT MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

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

Reviewed By:

2/2/18
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

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

Reviewed By:

See attached sheet for signature
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

1/26/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

01/31/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

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

Requested By:

1/24/18

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

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

1-24-18

(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

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

Reviewed By:

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

Project:	Cerritos College Campus Energy Management System Upgrades	Change Order Number: 01 Contract # 15P008
To:	Envise 7421 Orangewood Avenue Garden Grove, CA 92841 Phone: 714-657-1497 Fax: 714-891-5015	Date: July 17, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: LRC mechanical controls upgrade and lighting controls installation.

Reason: The Campus Energy Management System (EMS) Upgrades project include various EMS upgrades through the buildings on Campus however, not all of the EMS controls are being upgraded under the current phase of the Campus wide upgrades. It has been requested to upgrade the Learning Resource Center controls at this time.

Benefit: Improved efficiency over the existing building control systems in place. This work can be performed alongside the various other EMS upgrades on Campus, at a cost savings (direct and indirect costs) as well as time savings to the District.

Requested by: Facilities

CO Type: Owner Added Scope

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

Time Extension: .....0 Work days

Item 1.02

Description: PST control systems integration and programming.

Reason: The Campus Energy Management System (EMS) Upgrades project include various EMS upgrades through the buildings on Campus however, not all of the EMS controls are being upgraded under the current phase of the Campus wide upgrades. It has been requested to upgrade the Physical Science Technology building controls at this time.

Benefit: Control, though the new Campus Building Management System Controls, of the PST building control systems. This work can be performed alongside the various other EMS upgrades on Campus, at a cost savings (direct and indirect costs) as well as time savings to the District.

Requested by: Facilities

CO Type: Owner Added Scope

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

Time Extension: .....0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

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

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

Requested By:

7.25.17
(SIGNATURE & DATE)
ENVISE
TRAVIS FLETCHER
BRANCH MANAGER, SOUTHERN CALIFORNIA
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

9/18/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

8/3/2017
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 8-9-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

8/2/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/03/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

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

Requested By:

7.25.17
(SIGNATURE & DATE)
ENVISE
TRAVIS FLETCHER
BRANCH MANAGER, SOUTHERN CALIFORNIA
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

8-2-17
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

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

Reviewed By:

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

Cerritos College

Contract No. 15P008

ENERGY SERVICES CONTRACT

Campus Energy Management System

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

1. **Services**. Provider shall furnish to the District all professional services, labor, equipment, material, and other services set forth in this Agreement and as otherwise reasonably required to complete all design, engineering, construction, installation, integration, interconnection, testing and commissioning of the improvements to real property, along with all appurtenances, fixtures, and furnishings, described in Exhibit A, "Scope and Requirements," attached hereto and incorporated herein by this reference ("Services" or "Work").

2. **Completion Date**. Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System**.

   2.1. Substantial Completion. Completion, being the point at which the District will substantially have the beneficial use and enjoyment of the System(s), and at which time the District shall first be able to accept the System(s) as complete, means that each of the following has been achieved in accordance with the requirements of the Contract Documents:

      2.1.1. Mechanical Completion, defined as the point at which all work of every kind necessary to make the System(s) usable for its intended function is actually complete and all fire/life safety systems are completely installed and fully operational;

      2.1.2. Acceptance Testing, defined as testing of all systems comprising the System(s) in accordance with the requirements of the Agreement, the results thereof meeting the requirements set forth herein, and acceptance by the District of the successful testing, which acceptance shall not unreasonably be withheld; and

      2.1.3. The System(s) is capable of operating safely in accordance with all applicable laws, codes, rules and regulations.

   2.2. Final Completion. Final Completion shall occur after Substantial Completion, when Punch List items are completed, all required training has occurred and documentation has been provided to the District, including, applicable warranties, record drawings, Operation and Maintenance manuals, and as-built drawings.

      2.2.1. Pending Final Completion, the parties agree and acknowledge that the District may withhold from the final payment an amount not to exceed 150 percent of the reasonably estimated value of all obligations of the Provider due and remaining to be performed following Substantial Completion pursuant to Public Contract Code Section 7107.

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

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

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

4. Not Used.

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

   5.1. Attachment A: "Scope and Requirements"

   5.2. Attachment B: "Required Documents"

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

   5.2.1.1. Noncollusion Affidavit

   5.2.1.2. Workers' Compensation Certification

   5.2.1.3. Drug-Free Workplace Certification

   5.2.1.4. Not Used

   5.2.1.5. Insurance Certificates and Endorsements

   5.2.1.6. Performance Bond

   5.2.1.7. Payment Bond

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

   5.3. Attachment C: "Performance Guarantee"

6. Not Used.

7. **Compensation**. As compensation for the Work, the District shall pay to the Provider in the amount of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100** DOLLARS (**$2,594,909.00**) ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.

8. **Expenses**. District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for District.

9. **Payment.** The Total System(s) Price shall be in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System**.

10. Not Used.

11. **Independent Provider**. Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees. Provider shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. **Standard of Care**. The provider shall perform its obligations under this Agreement consistent with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, Electrical Utility (Utility) Requirements, the requirements of the Division of State Architect (DSA) and the California Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. Provider represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. For all purposes of the Field Act, Education Code Sections 17280 to 17316, inclusive, related regulations under Title 24 of the California Administrative Code, and rules promulgated by the State of California or any branch thereof, the Provider shall act as and bear all responsibilities of the Design Professional of Record (e.g. Architect of Record) and the Contractor of Record.

13. **Originality of Services**. Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such services.

14. **Copyright/Trademark/Patent**. Provider understands and agrees that all matters produced under this Agreement shall constitute "works made for hire" and become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Provider consents to use of Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

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

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

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

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

17.2. **Substitutions.** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

17.3. **Hazardous Materials.** If photovoltaic modules using hazardous materials are to be provided by Provider, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.

18. **Equipment and Labor.** Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

18.1. **Conduct of the Work.** Provider is responsible for the Work, including without limitation, all labor, materials, equipment tools and implements needed for design, engineering, permits, fees, approvals, project management, construction, alteration, installation, integration, interconnection, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed, in order to make the Work fully operational. Provider is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, etc. not specifically included in this Agreement. Provider will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District activities. Provider requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible.

19. **Warranty/Quality.** Unless a longer warranty is called for elsewhere in this Agreement, the Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.

19.1. Provider shall assign to District all manufacturer's warranties for material and/or equipment integrated into or incidental to the System(s) prior to and as a condition of Final Completion.

20. **Correction of Errors.** Provider shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Provider's failure to comply with the standard of care required herein.

21. **Trench Shoring.** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Provider must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

22. Not Used.

23. Not Used.

24. Not Used.

25. Not Used.

26. Not Used.

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

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

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

28. Wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Not Used.

31. Not Used.

32. Not Used.

33. Not Used.

34. Not Used.

35. Not Used.

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

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

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

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

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

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

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

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

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

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

41. **Termination**.

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

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

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

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

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

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

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

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

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

42.1. Indemnification by Provider.

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

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

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

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

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

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

42.2. To the furthest extent permitted by California law, and up to the amount of the Total System Price, District shall defend, indemnify, and hold harmless Provider, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole or active negligence, or willful misconduct of District.

43. Insurance. The Provider shall procure and maintain at all times it performs any portion of the Services the insurance in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System, General Conditions, Document 00 72 13-34.**

44. Payment Bond and Performance Bond. Provider shall not commence the Work until it has provided to the District, in a form provided by the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total System(s) Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

45. Permits and Licenses. Provider and all Provider's employees or agents shall secure and maintain in force, at Provider's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

46. Assignment. The rights, burdens, duties, or obligations of Provider pursuant to this Agreement shall not be assigned by the Provider without the prior written consent of the District.

47. Subcontractors. Subcontractors, if any, engaged by the Provider for any Service or Work under this Agreement shall be subject to the approval of the District. Provider agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Provider shall subcontract any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

48. Compliance with Laws. Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.

48.1. Provider hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Provider's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Provider shall be liable for any delay caused by its non-compliant Work.

49. Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.

49.1. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

49.2. Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.

49.3. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

50. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.

51. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

51.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.

51.2. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.

51.3. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

51.4. The proceeds of any and all other incentive programs available in relation to the System(s).

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

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

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

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

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

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

54. Not Used.

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

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

District:

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

Provider:

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

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

57. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

58. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

59. **Waiver**. Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

60. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

61. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

62. **Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

63. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

64. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

65. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

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

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

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

Dated: August 30, 2016	Dated: 9-13-, 2016
Envise	**Cerritos Community College District**
By:	By:
Print Name: Payman Farrokhyar	Print Name: NOORALI DEWAWALA
Print Title: Vice President	Print Title: ACTING VP OF BUS. SVCS.

Information regarding Provider:

Proper Name: Envise

License No.: 1005262

Address: 7421 Orangewood Ave
Garden Grove CA 92841

Telephone: 714 657 1032

Facsimile: 714 891 5015

E-Mail: jdavis@enviseco.com

47 3439812
Employer Identification and/or Social Security Number

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

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

__~__ Corporation, State: California

____ Limited Liability Company

____ Other: _____

Exhibit A

System(s) Description

1. **Project**. The project consist of a **Campus Energy Management System** project pursuant to Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System**, which was approved by the Board of Trustees on July 20, 2016 at its regularly scheduled meeting.

2. **The Contract Documents**. The complete Agreement consists of all Contract Documents as defined in the General Conditions of Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System,** and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**. Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

Exhibit B – Required Forms

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

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

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

(Signature)

Payman Farrokhyar
(Print)

August 30, 2016
(Date)

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

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: Payman Farrokhyar

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

GUARANTEE

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

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

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Provider)	(Signature of General Provider if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number:_____

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 2nd day of September, 20 16.

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____

B. Aleman

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc.
436 Walnut Street Philadelphia, PA 19106	707 Wilshire Blvd. Suite 2600, Los Angeles, CA 90017
Telephone: 215-640-1000	Telephone: 213-630-3200

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On September 6, 2016 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

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

Signer's Name: Tony Wang	Signer's Name: N/A
☑ Corporate Officer — Title(s): VP / Treasurer	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Envise	Signer Is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.

APRIL MARTINEZ
COMM. #2159085
Notary Public - California
Los Angeles County
My Comm. Expires July 3, 2020

Signature _____
Signature of Notary Public

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

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

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

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

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

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

Notarial Seal

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

Notary Public

CERTIFICATION

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

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

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

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

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

Dawn M. Chloros, Assistant Secretary

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

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____
Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____
B. Aleman
Attorney-in-Fact

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

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc.
436 Walnut Street Philadelphia, PA 19106	707 Wilshire Blvd. Suite 2600, Los Angeles, CA 90017
Telephone: 215-640-1000	Telephone: 213-630-3200

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On September 6, 2016 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name(s) of Signer(s)

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

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2017

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

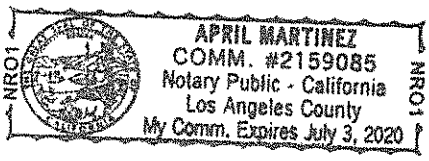
State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

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

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

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

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

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

Notarial Seal

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

Notary Public

CERTIFICATION

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

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

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

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

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

Dawn M. Chloros, Assistant Secretary

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions, Owner Added Scope], (Contract No. 15P016), Envise, Chilled Water Expansion Project**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions, Owner Added Scope] in the amount of $44,805 for the Campus Energy Management System project.

FISCAL IMPACT

The amount form Change Order No. 1 will be $44,805, increasing the contract amount to $4,927,642. Funding will be allocated from the GO Bond.

REPORT SUMMARY

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

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

The total amount for the attached item in Change Order No. 1 is $44,805. The original contract amount approved by the Board was $4,882,837. Change Order No. 1 is in compliance with applicable statutes. Change Order No. 1 is due to the unforeseen conditions of providing additional chilled water piping along the west elevation of the Gymnasium to extend and modify the underground supply and return lines to avoid conflict with the future campus main gas line; the existing hot water piping in Rooms 210 and 221 of the Gymnasium needed to be rerouted due to conflict with the proposed HVAC duct systems. The owner added

scope consisting of providing additional hot water valves in Rooms 201 and 202 of the Gymnasium in order to isolate the north and south air handling units for future maintenance. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	March 7, 2018	$44,805	0.9%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 15P016 - Envise
Contract No. 15P016 - Envise

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 01

Contract # 15P016

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

Date: January 22, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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

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

Time Extension: .....0 Work days

Item 1.02

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

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

Time Extension: .....0 Work days

Item 1.03

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

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

Time Extension: .....0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2018

Requested By:

1/24/18
(SIGNATURE & DATE)
ENVISE
AMGAD BEBAWY
PROJECT MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

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

Reviewed By:

2/2/18
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

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

Reviewed By:

see attached sheet for signature
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

1/26/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

01/31/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2018

Requested By:

1/24/18
(SIGNATURE & DATE)
ENVISE
AMGAD BEBAWY
PROJECT MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

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

Cerritos College

Contract No. 15P016

ENERGY SERVICES CONTRACT

Chilled Water Expansion Project

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

1. **Services**. Provider shall furnish to the District all professional services, labor, equipment, material, and other services set forth in this Agreement and as otherwise reasonably required to complete all construction, installation, integration, interconnection, testing and commissioning of the improvements to real property, along with all appurtenances, fixtures, and furnishings, described in Exhibit A, "Scope and Requirements," attached hereto and incorporated herein by this reference ("Services" or "Work").

2. **Completion Date**. Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016 Chilled Water Expansion Project**.

   2.1. Substantial Completion. Completion, being the point at which the District will substantially have the beneficial use and enjoyment of the System(s), and at which time the District shall first be able to accept the System(s) as complete, means that each of the following has been achieved in accordance with the requirements of the Contract Documents:

      2.1.1. Mechanical Completion, defined as the point at which all work of every kind necessary to make the System(s) usable for its intended function is actually complete and all fire/life safety systems are completely installed and fully operational;

      2.1.2. Acceptance Testing, defined as testing of all systems comprising the System(s) in accordance with the requirements of the Agreement, the results thereof meeting the requirements set forth herein, and acceptance by the District of the successful testing, which acceptance shall not unreasonably be withheld; and

      2.1.3. The System(s) is capable of operating safely in accordance with all applicable laws, codes, rules and regulations.

   2.2. Final Completion. Final Completion shall occur after Substantial Completion, when Punch List items are completed, all required training has occurred and documentation has been provided to the District, including, applicable warranties, record drawings, Operation and Maintenance manuals, and as-built drawings.

      2.2.1. Pending Final Completion, the parties agree and acknowledge that the District may withhold from the final payment an amount not to exceed 150 percent of the reasonably estimated value of all obligations of the Provider due and remaining to be performed following Substantial Completion pursuant to Public Contract Code Section 7107.

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

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

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

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

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

   5.1. Attachment A: "Scope and Requirements"

   5.2. Attachment B: "Required Documents"

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

   5.2.1.1. Noncollusion Affidavit

   5.2.1.2. Workers' Compensation Certification

   5.2.1.3. Drug-Free Workplace Certification

   5.2.1.4. Not Used

   5.2.1.5. Insurance Certificates and Endorsements

   5.2.1.6. Performance Bond

   5.2.1.7. Payment Bond

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

   5.3. Attachment C: "Performance Guarantee"

6. Not Used.

7. **Compensation**. As compensation for the Work, the District shall pay to the Provider in the amount of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100** DOLLARS (**$4,882,837.00**) ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.

8. **Expenses**. District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for District.

9. **Payment.** The Total System(s) Price shall be in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**.

10. **Not Used**.

11. **Independent Provider**. Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees. Provider shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. **Standard of Care**. The provider shall perform its obligations under this Agreement consistent with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, Electrical Utility (Utility) Requirements, the requirements of the Division of State Architect (DSA) and the California Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. Provider represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. For all purposes of the Field Act, Education Code Sections 17280 to 17316, inclusive, related regulations under Title 24 of the California Administrative Code, and rules promulgated by the State of California or any branch thereof, the Provider shall act as and bear all responsibilities of the Design Professional of Record (e.g. Architect of Record) and the Contractor of Record.

13. **Originality of Services**. Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such services.

14. **Copyright/Trademark/Patent**. Provider understands and agrees that all matters produced under this Agreement shall constitute "works made for hire" and become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Provider consents to use of Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

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

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

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

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

17.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

17.3. Hazardous Materials. If photovoltaic modules using hazardous materials are to be provided by Provider, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.

18. Equipment and Labor. Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

18.1. Conduct of the Work. Provider is responsible for the Work, including without limitation, all labor, materials, equipment tools and implements needed for design, engineering, permits, fees, approvals, project management, construction, alteration, installation, integration, interconnection, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed, in order to make the Work fully operational. Provider is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, etc. not specifically included in this Agreement. Provider will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District activities. Provider requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible.

19. Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.

19.1. Provider shall assign to District all manufacturer's warranties for material and/or equipment integrated into or incidental to the System(s) prior to and as a condition of Final Completion.

20. Correction of Errors. Provider shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Provider's failure to comply with the standard of care required herein.

21. Trench Shoring. If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Provider must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

22. Excavations Over Four Feet. This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.

22.1. If applicable, Provider shall submit to the District for acceptance, in advance of excavation, a

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

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

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

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

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

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

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

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

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

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

23. STORM WATER POLLUTION PREVENTION

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

23.2. References and Materials

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

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

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

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

23.3. Preparation and Approval

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

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

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

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

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

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

or

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

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

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

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

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

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

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

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

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

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

23.4.7. Implement the SWPPP.

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

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

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

23.4.11. Report monitoring data.

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

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

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

23.4.15. At the end of Construction Contract:

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

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

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

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

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

23.6. Liabilities and Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Wages.

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

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

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

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

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

28.6. Provider shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any Subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Hours Of Work.

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

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

30.2. Provider shall pay to the District a penalty of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of these Construction Provisions by Provider or by any Subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

30.3. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

30.4. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Provider and in compliance with applicable ordinances.

31. Apprentices.

31.1. All apprentices employed by Provider to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

31.2. When Provider to whom the work under these Construction Provisions is awarded by the District or any Subcontractor under Provider, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Provider and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Provider or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Provider or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

31.3. "Apprenticeable craft or trade" as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

31.4. Provider, or any Subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other Providers in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Provider employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Providers do, but where the trust fund administrators are unable to accept the funds, Providers not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Provider or Subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.

31.5. The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Provider.

31.6. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

32. Provider Supervision. Provider shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

33. Not Used.

34. Safety and Security. Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds, particularly when children are present.

35. Clean Up. Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

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

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

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

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

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

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

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

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

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

41. Termination.

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

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

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

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

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

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

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

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

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

42.1. Indemnification by Provider.

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

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

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

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

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

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

42.2. To the furthest extent permitted by California law, and up to the amount of the Total System Price, District shall defend, indemnify, and hold harmless Provider, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole or active negligence, or willful misconduct of District.

43. Insurance. The Provider shall procure and maintain at all times it performs any portion of the Services the insurance in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project, General Conditions, Document 00 72 13- Article 13.**

44. Payment Bond and Performance Bond. Provider shall not commence the Work until it has provided to the District, in a form provided by the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total System(s) Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

45. Permits and Licenses. Provider and all Provider's employees or agents shall secure and maintain in force, at Provider's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

46. Assignment. The rights, burdens, duties, or obligations of Provider pursuant to this Agreement shall not be assigned by the Provider without the prior written consent of the District.

47. Subcontractors. Subcontractors, if any, engaged by the Provider for any Service or Work under this Agreement shall be subject to the approval of the District. Provider agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Provider shall subcontract any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

48. Compliance with Laws. Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.

48.1. Provider hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Provider's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Provider shall be liable for any delay caused by its non-compliant Work.

49. Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.

49.1. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

49.2. Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.

49.3. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

50. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.

51. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

51.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.

51.2. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.

51.3. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

51.4. The proceeds of any and all other incentive programs available in relation to the System(s).

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

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

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

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

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

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

54. **Not Used**.

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

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

District:

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

Provider:

Envise
ATTN: Payman FarroKhyar
Address: 7421 Orangewood Ave
Garden Grove CA 92841
Phone: 714 657 1032
Fax: 714 891 5015

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

57. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

58. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

59. **Waiver**. Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

60. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

61. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

62. **Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

63. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

64. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

65. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

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

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

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

Dated: 3/7, 2017	Dated: April 3, 2017
Envise	**Cerritos Community College District**
By:	By:
Print Name: Payman Farrokhyar	Print Name: Felipe R. Lopez
Print Title: Vice President	Print Title: Vice President, Business Services

Information regarding Provider:

Proper Name: Envise

License No.: 1005262

Address: 7421 Orangewood Ave
Garden Grove CA 92841

Telephone: 714 657 1032

Facsimile: 714 891 5015

E-Mail: PFarrokhyar@enviseco.com

47-3439812
Employer Identification and/or Social Security Number

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

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: California

____ Limited Liability Company

____ Other: _____

Exhibit A

System(s) Description

1. **Project**. The project consist of a **Chilled Water Expansion** system project pursuant to Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**, which was approved by the Board of Trustees on February 1, 2017 at its regularly scheduled meeting.

2. **The Contract Documents**. The complete Agreement consists of all Contract Documents as defined in the General Conditions of Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project,** and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents, including, but not limited to Contractor's submittals and Best and Final Offer (BAFO). All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**. Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 26 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

Exhibit B – Required Forms

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

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

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

(Signature)

Payman Farrokhyar
(Print)

3/7/17
(Date)

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

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: Payman Farrokhyar

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____

B. Aleman

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On March 23, 2017 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name~~(s)~~ of Signer~~(s)~~

,

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

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

WITNESS my hand and official seal.

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm Expires Aug 19, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

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

Signer's Name: Tony Wang	Signer's Name: N/A
☑ Corporate Officer — Title(s): VP / Treasurer	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Envise	Signer Is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc
555 S Flower St, Los Angeles, CA 90017	707 Wilshire Blvd, STE 2600 Los Angeles CA, 90017
Telephone: (213) 612-0880	Telephone: 213-630-3200

SEE ATTACHED CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

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

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

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

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

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

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

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

Notary Public

CERTIFICATION

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

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

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

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

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

MAR 22 2017

Dawn M. Chloros, Assistant Secretary

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

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____
Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____
B. Aleman
Attorney-in-Fact

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

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

Rate:
First $1,000,000.00 - $8.64/m
Next $1,500,000.00 - $7.80/m
Next $2,500,000.00 - $7.81/m

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On March 23, 2017 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name~~(s)~~ of Signer~~(s)~~

,

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

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

WITNESS my hand and official seal.

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm Expires Aug 19, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

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

Signer's Name: Tony Wang	Signer's Name: N/A
☑ Corporate Officer — Title(s): VP / Treasurer	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Envise	Signer Is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc
555 S. Flower St., Ste. 400, Los Angeles, CA 90071	707 Wilshire Blvd, STE 2600 Los Angeles CA, 90017
Telephone: (213) 612-0880	Telephone: 213-630-3200

SEE ATTACHED CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

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



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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

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

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

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

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

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

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

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

Notary Public

CERTIFICATION

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

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

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

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

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

MAR 22 2017

Dawn M. Chloros, Assistant Secretary

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Agency Driven Changes], (Bid No. 16P002, Category 01), K.A.R. Construction, Inc., Shade Structures**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes] in the amount of $31,967 for the Shade Structures project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $31,967, increasing the contract amount to $851,967. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 19, 2016, the Board awarded a contract to K.A.R. Construction, Inc.of Ontario, California for the Shade Structures project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid six (6) disciplines for various elements of the project work. Category 01 represents the Demo/Grading/Site & Structural Concrete element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $31,967. The original contract amount approved by the Board was $820,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to agency driven changes consisting of procurement and installation of a stainless steel flagpole at the Alondra Drop-Off structure instead of an aluminum flagpole per the Division of State Architects (DSA). DSA mandated the change as stainless steel is structurally sufficient and has resistance to corrosion. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	March 7, 2018	$31,967	3.9%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 16P002-01 – K.A.R. Construction, Inc.
Contract No. 16P002-01 – K.A.R. Construction, Inc.

Project: Cerritos College
Shade Structures
Category 01

Change Order Number: 01

Contract # 16P002-01

To: KAR Construction, Inc
1306 West Brooks Street
Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

Date: January 16, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Description: Furnish one (1) Stainless Steel Flagpole located at Alondra Drop Off.

Reason: The Division of State Architect (DSA) changed the specified flagpole requirement from aluminum to stainless steel, which has a significant cost to procure an aluminum flagpole.

Benefit: By moving forward with the DSA approved flagpole, time to the construction project schedule was saved. In addition, the stainless steel product is structurally sufficient and has resistance to corrosion per DSA.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 31,967.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$31,967.00**
TOTAL ADDITIONAL WORKING DAYS..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	820,000.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	820,000.00
Amount of Change Order No. 1	$	31,967.00
New Contract Sum	$	851,967.00
Percentage of Change to Contract		3.9%

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

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

Requested By:

1/16/2018
(SIGNATURE & DATE)
KAR CONSTRUCTION INC.
BRENT ROTHWEILER
1306 West Brooks Street
Ontario, CA 91762

Approved By:

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

Reviewed By:

1/2/18
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

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

Reviewed By:

1/25/18
(SIGNATURE & DATE)
QDG ARCHITECTURE
GIG PUKPRAYURA
ARCHITECT OF RECORD

Reviewed By:

1/25/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

01/25/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Cerritos College

PROJECT: Shade Structures / BID NO.: 16P002

DATE OF CONTRACT: October 24, 2016 / CONTRACT NO.: 16P002-01

BID CATEGORY: 01, Demo/Grading/Site & Structural Concrete

DOLLAR VALUE: $ 820,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

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

TERM: 432 Calendar days

TIME FOR COMPLETION: 432 CALENDAR DAYS

K.A.R. Construction, Inc. VA#18185

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

AGREEMENT FORM

This Agreement is made and entered into this **24th day of October, 2016,** 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: **16P002, Shade Structures**
   Category 01, Demo/Grading/Site & Structural 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 **FOUR HUNDRED THIRTY-TWO (432) 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 B, 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:

Eight Hundred Twenty Thousand and 00/100 Dollars

($ 820,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

By: _____

Title: President

Print Name: Kurt Rothweiler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Acting VP Business Services

Print Name: Noorali Delawalla

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Ratification of Change Order No. 1 [Deductive Credit, Owner Added Scope, Agency Driven Changes], (Bid No. 17P007), PaveWest, Inc., Parking Lot Phase 2**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit, Owner Added Scope, Agency Driven Changes] in the amount of $187,563 for the Parking Lot Phase 2 project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $187,563, increasing the contract amount to $2,500,527. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On November 15, 2017, the Board awarded a contract to PaveWest, Inc. of La Habra, California for the Parking Lot Phase 2 project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $187,563. The original contract amount approved by the Board was $2,312,964. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a deductive credit issued for the work associated in Parking Lot 1A which was completed under a previous contract. The owner added scope consisted of upgrading to Type 3 cement to ensure the project schedule was met, providing demolition and new asphalt at Old Falcon Way to accommodate additional parking, providing all work required to install curbs at the Old Falcon Way island to improve pedestrian safety, and replaced valley gutters in Lots 7 & 9 to ensure proper drainage. PaveWest, Inc. also provided additional striping, bollards, and wheelstops to improve visibility , protection of improvements, and enhanced vehicular access at owner request. The agency driven changes consisted of providing all work required to install ADA ramps at the east end of New Falcon Way to ensure increased accessibility per more current code by the Department of State Architects. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	March 7, 2018	$187,563	8.1%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 17P007 – PaveWest, Inc.
Contract No. 17P007 – PaveWest, Inc.

Project:	Cerritos College Parking Lot Improvements - Phase II	Change Order Number: 01 Contract # 17P007
To:	PaveWest, Inc 401 S. Harbor Boulevard F385 La Habra, CA 90631 Phone: 562-694-3113 Fax: 562-694-6263	Date: January 24, 2018 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Omit work related to demolition, paving, striping, and parking lot accessories located at Parking Lot 1A.
Reason: The work associated with Parking Lot 1A was previously completed under a separate project/contract. As a result, the work was no longer required to be performed under this contract.
Benefit: By completing Parking Lot 1A under the previous contract the work was completed during ahead of schedule summer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ (80,813.00) ✓

Time Extension: .....0 Work days

Item 1.02

Description: Upgrade from type 2 cement to type 3 cement at Parking Lots 1, 7, 9, & 10.
Reason: Upon review, it was determined that type 2 cement was specified but recommended to be replaced with type 3 cement to ensure the project schedule was met.
Benefit: Ensured completion dates of all parking lots were met.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 93,448.00 ✓

Time Extension: .....0 Work days

Item 1.03

Description: Provide demolition and new asphalt at Old Falcon Way.
Reason: Upon review, it was requested by the College to demolish the existing paving and pave the area to accommodate additional parking.
Benefit: Increased life and usability of Old Falcon Road additional parking.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 79,573.00 ✓

Time Extension: .....0 Work days

Item 1.04

Description: Provide demolition, formwork, rebar, and concrete for ADA ramps located at the east end of New Falcon Road.
Reason: During the DSA approval process, accessibility changes were required to be installed including additional concrete curb and ramp work.
Benefit: The new increased accessibility per more current code.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Agency Driven

Change Amount: ..... $ 22,000.00 ✓

Time Extension: .....0 Work days

Item 1.05

Description: Provide demolition, formwork, rebar, and concrete for concrete curbs at the Old Falcon Way Island.
Reason: Sections of existing curbs around the Old Falcon Way Island were recommended to be replaced by the College.
Benefit: The new curb provides additional pedestrian safety.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 10,300.00 ✓

Time Extension: .....0 Work days

Item 1.06

Description: Provide additional striping, bollards, and wheelstops in Parking Lots 1, 7, 9, & 10.
Reason: Upon review, it was requested by the College to provide additional striping, bollards, and wheelstops.
Benefit: Improves striping visability, protection of improvments and enhances vehicular access at each parking lot.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 44,845.00 ✓

Time Extension: .....0 Work days

Item 1.07

Description: Replace existing valley gutters located at Parking Lots 7 & 9.
Reason: Upon review, it was requested by the College to replace the existing concrete gutters that were broken, not properly draining, and/or did not extend far enough.
Benefit: Improved drainage at each parking lot.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 18,210.00 ✓

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $187,563.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	2,312,964.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	2,312,964.00
Amount of Change Order No. 1	$	187,563.00
New Contract Sum	$	2,500,527.00
Percentage of Change to Contract		8.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2018

Requested By:

1-24-2018
(SIGNATURE & DATE)
PAVEWEST INC.
TIM CHAO
Project Manager

Approved By:

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

Reviewed By:

2/2/18
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

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

Reviewed By:

See attached sheet for signature.
(SIGNATURE & DATE)
DAVID EVANS AND ASSOCIATES, INC.
LINDA SANDUSKY
PROJECT DIRECTOR

Reviewed By:

1/29/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

01/31/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2018

Requested By:

1-24-2018
(SIGNATURE & DATE)
PAVEWEST INC.
TIM CHAO
Project Manager

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

Linda Sandusky
(SIGNATURE & DATE)
DAVID EVANS AND ASSOCIATES, INC.
LINDA SANDUSKY
PROJECT DIRECTOR

Reviewed By:

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

Reviewed By:

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



PROJECT: Parking Lot Phase 2 / BID NO.: 17P007

DATE OF CONTRACT: November 17, 2017 / CONTRACT NO.: 17P007

DOLLAR VALUE: $2,312,964.00

LIQUIDATED DAMAGES: $2,500 per day

CONTRACTOR: PaveWest Inc.

TERM: 25 Calendar days

TIME FOR COMPLETION:_____

PaveWest Inc.

Address: 401 South Harbor Blvd., F-385, La Habra, CA 90631
Phone: 562-694-3113
Fax: 562-694-6263

AGREEMENT FORM

This Agreement is made and entered into this **17th day of November, 2017,** by and between the **Cerritos Community College District** ("District") and **PaveWest 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: **17P007, Parking Lot Phase 2**

   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 **TWENTY-FIVE (25)** 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.

7. 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.

8. **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.

9. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

10. **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.

11. **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.

12. **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.

13. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type A 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.

14. **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.

15. 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.

16. **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 Twelve Thousand Nine Hundred Sixty-Four and 00/100 Dollars

($2,312,964.00),

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).

17. **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. IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	**DISTRICT**
PAVEWEST INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Don Mangan	Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Ratification of Acceptance of Gift

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

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

REPORT SUMMARY
The following item was received on January 31, 2018.

For Use in the Automotive Program

- 2017 Ford F350 (VIN: 1FDRF3HT2HEE73107)

  Donated by: Ford Motor Company
  ATTN: Mr. Brendan Coursey
  1555 Fairlane Drive, Cube 206A
  Allen Park, MI 48101

The estimated value of the above item is $0.

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 7, 2018**
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 Approval of Sale of Surplus and Obsolete Materials/Equipment

ACTION

It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures.

FISCAL IMPACT

Proceeds from the sale of surplus items will be deposited into the General Fund.

REPORT SUMMARY

Cerritos College is the owner of the items listed on Exhibit A. The attached listed items have exceeded their useful life and are no longer suitable for use at Cerritos College and may be disposed of through public auction sales.

In accordance with Board Policy 6550, Administrative Procedures 6550, and California Education Code Section 81450 et seq., authority is delegated to the President/Superintendent or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the district's policy and administrative procedures.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Exhibit A: Electronic Equipment and Miscellaneous Material

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: MARCH 7, 2018

Qty	Description	CC#	Serial #s
1 Each	Environmental Control Booth	N/A	1G358499
1 Each	Cress Electric Kiln	N/A	7303
1 Each	Go Power System Engine Dyno	N/A	202118
1 Each	Hunter Model No. GSP9712	N/A	J08397
3 Each	Barber Chairs	N/A	N/A
3 Each	Hospital Beds	N/A	85258C32 85226C17 85258A64
2 Each	Combo Microderm	N/A	N/A
1 Each	Gannomat Selekta252	FED 00950	1132 093
2 Each	Derma Queen 8000A	46698 46700	N/A
15 Each	Cosmetology White Trolleys	N/A	N/A
1 Each	Rockwell Shop Vacuum	N/A	1614
1 Each	Sony Picturetel	35468	KV-32SZ5
1 Each	Cybex Strength System	022288	N/A
1 Each	Butler Tire Changer	N/A	00074
2 Each	Landa Pressure Washer	017100	N/A
1 Each	Taylor-Dunn 1248B	N/A	37313
1 Each	Taylor-Dunn B2-48	029344	135588

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: MARCH 7, 2018

Qty	Description	CC#	Serial #s
1 Each	Taylor-Dunn B2-10	N/A	76817
1 Each	Kelco Blast Cab K314	N/A	N/A
1 Each	Ingersoll-Rand Air Compressor T-30	N/A	N/A
1 Each	Master Sprayer	N/A	452766
1 Each	SmithCo Topline Line Striper	N/A	LN625

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Purchase Orders for the Month of January 2018

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of January 2018.

FISCAL IMPACT
Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY
This report of purchase orders processed during the month of January 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
January 2018 – Purchase Order Report

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
01/02/18	0000067145	C		01/02/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
						01/02/2018	**0000067145**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**1,672.20**
01/02/18	0000067146	C		01/02/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	4,597.00	
						01/02/2018	**0000067146**	**PUBLIC AGENCY LAW GROUP**								**4,597.00**
01/02/18	0000067147	C		01/02/2018	INTERNATIONAL SECURITY	MISCELLANEOUS	Admissions	01.0	00000.0	00000	03800	4320	6225000	17-18	1,331.96	
						01/02/2018	**0000067147**	**INTERNATIONAL SECURITY PRODUCTS**								**1,331.96**
01/02/18	0000067148	A		01/02/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	5,992.00	
						01/02/2018	**0000067148**	**STANLEY SECURITY SOLUTIONS, INC.**								**5,992.00**
01/02/18	0000067149	C		01/02/2018	MANUFACTURING SKILL STANDARDS	CONTRACTED SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	17-18	720.00	
						01/02/2018	**0000067149**	**MANUFACTURING SKILL STANDARDS COUNCIL**								**720.00**
01/02/18	0000067150	A	1	01/31/2018	KELCO SALES ENGINEERING	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	5630	0958000	17-18	625.80	
						01/02/2018	**0000067150**	**KELCO SALES ENGINEERING**								**625.80**
01/02/18	0000067151	C		01/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02321	72000	5210	6190000	17-18	505.76	
						01/02/2018	**0000067151**	**BANK OF AMERICA**								**505.76**
01/02/18	0000067152	C		01/18/2018	BANK OF AMERICA	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	162.90	
						01/02/2018	**0000067152**	**BANK OF AMERICA**								**162.90**
01/02/18	0000067153	C		01/20/2018	AMAZON	LABORATORY SUPP/EQUIP	Sculpture	01.0	00000.0	00100	02520	4325	1002200	17-18	352.59	
						01/02/2018	**0000067153**	**AMAZON**								**352.59**

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
01/02/18	0000067154	C		01/18/2018	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	17.48	
							Sculpture	01.0	00000.0	00100	02520	4325	1002200	17-18	300.80	
						MISCELLANEOUS		01.0	00000.0	00100	02520	4325	1002200	17-18	-21.90	
						01/02/2018	**0000067154**	**BANK OF AMERICA**								**296.38**
01/02/18	0000067155	C		01/02/2018	POST UP STAND	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	17-18	677.31	
						01/02/2018	**0000067155**	**POST UP STAND**								**677.31**
01/02/18	0000067156	C		01/02/2018	HARRIS LINDA	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	197.96	
						01/02/2018	**0000067156**	**HARRIS LINDA**								**197.96**
01/02/18	0000067157	C		01/02/2018	RODGER'S CATERING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	269.66	
						01/02/2018	**0000067157**	**RODGER'S CATERING**								**269.66**
01/02/18	0000067158	C		01/02/2018	TUFF SHED	STORAGE SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	6460	6920000	17-18	6,204.56	
						01/02/2018	**0000067158**	**TUFF SHED**								**6,204.56**
01/02/18	0000067159	C		01/02/2018	SCRTTC	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76614	5810	6190000	17-18	6,000.00	
						01/02/2018	**0000067159**	**SCRTTC**								**6,000.00**
01/03/18	0000067160	A		01/03/2018	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	522.00	
						01/03/2018	**0000067160**	**BANK OF AMERICA**								**522.00**
01/03/18	0000067161	A		01/03/2018	TAKACH PRESS	INDUSTRIAL ARTS SUPP/EQUIP	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	15,742.82	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6450	6016000	17-18	1,353.00	
						01/03/2018	**0000067161**	**TAKACH PRESS**								**17,095.82**
01/03/18	0000067162	C		01/20/2018	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	63.24	

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
						01/03/2018	**0000067162**	**AMAZON**								**63.24**
01/03/18	0000067163	C		01/20/2018	AMAZON	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	17-18	207.81	
						01/03/2018	**0000067163**	**AMAZON**								**207.81**
01/03/18	0000067164	C		01/20/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	348.02	
						INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	153.98	
						01/03/2018	**0000067164**	**AMAZON**								**502.00**
01/03/18	0000067165	C		01/03/2018	CODE 5 GROUP, LLC	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	600.00	
						01/03/2018	**0000067165**	**CODE 5 GROUP, LLC**								**600.00**
01/03/18	0000067166	C		01/03/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	17-18	22,854.84	
						01/03/2018	**0000067166**	**GOLDEN STAR TECHNOLOGY INC.**								**22,854.84**
01/03/18	0000067167	C		01/03/2018	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Foster Care	01.3	00000.0	00000	75900	5210	1305700	17-18	600.00	
						01/03/2018	**0000067167**	**FOUNDATION FOR CALIFORNIA COMMUNITY COLL**								**600.00**
01/03/18	0000067168	C		01/03/2018	CARMEL MISSION INN	CONFERENCE AND TRAVEL	Foster Care	01.3	00000.0	00000	75900	5210	1305700	17-18	580.32	
						01/03/2018	**0000067168**	**CARMEL MISSION INN**								**580.32**
01/03/18	0000067169	C		01/03/2018	CHILD AND FAMILY POLICY INSTITUTE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	100.00	
						01/03/2018	**0000067169**	**CHILD AND FAMILY POLICY INSTITUTE OF CA**								**100.00**
01/03/18	0000067170	C		01/18/2018	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	107.96	
						01/03/2018	**0000067170**	**BANK OF AMERICA**								**107.96**

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
01/03/18	0000067171	C		01/03/2018	CACCRAO	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	17-18	295.00	
						01/03/2018	**0000067171**	**CACCRAO**								**295.00**
01/03/18	0000067172	C		01/18/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	17-18	317.96	
						01/03/2018	**0000067172**	**BANK OF AMERICA**								**317.96**
01/03/18	0000067173	C		01/03/2018	HOLIDAY INN	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	17-18	427.80	
						01/03/2018	**0000067173**	**HOLIDAY INN**								**427.80**
01/04/18	0000067174	C		01/04/2018	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4320	1306300	17-18	175.66	
						01/04/2018	**0000067174**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**175.66**
01/04/18	0000067175	C		01/20/2018	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	17-18	67.61	
						01/04/2018	**0000067175**	**AMAZON**								**67.61**
01/05/18	0000067176	C		01/05/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	8,467.96	
						01/05/2018	**0000067176**	**US BANK EQUIPMENT FINANCE**								**8,467.96**
01/08/18	0000067177	C		01/08/2018	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	213.45	
						01/08/2018	**0000067177**	**SAL'S PLUMBING INC**								**213.45**
01/08/18	0000067178	A		01/08/2018	TCB PRINTING	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	17-18	21.90	
							Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	43.80	
						01/08/2018	**0000067178**	**TCB PRINTING**								**65.70**
01/08/18	0000067179	C		01/08/2018	OFFICE SOLUTIONS	OFFICE SUPPLIES	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	17-18	161.69	
						01/08/2018	**0000067179**	**OFFICE SOLUTIONS**								**161.69**

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
01/08/18	0000067180	A		01/08/2018	VACUUM PRESSING SYSTEMS, INC.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	514.65	
						01/08/2018	**0000067180**	**VACUUM PRESSING SYSTEMS, INC.**								**514.65**
01/08/18	0000067181	A		01/08/2018	LECO CORPORATION	WELDING SUPP/EQUIP	Contract Education	39.3	00000.0	00000	75130	4320	7010000	17-18	693.57	
						01/08/2018	**0000067181**	**LECO CORPORATION**								**693.57**
01/08/18	0000067182	P		01/08/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	56.30	
						01/08/2018	**0000067182**	**BANK OF AMERICA**								**56.30**
01/08/18	0000067183	A		01/08/2018	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	171.03	
						01/08/2018	**0000067183**	**MCMASTER CARR SUPPLY CO.**								**171.03**
01/08/18	0000067184	C		01/08/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6460	0501000	17-18	5,008.24	
						01/08/2018	**0000067184**	**GOLDEN STAR TECHNOLOGY INC.**								**5,008.24**
01/08/18	0000067185	C		01/08/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	1,052.58	
						01/08/2018	**0000067185**	**GOLDEN STAR TECHNOLOGY INC.**								**1,052.58**
01/09/18	0000067186	C		01/09/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	8,403.74	
						01/09/2018	**0000067186**	**IMAGE 2000, INC.**								**8,403.74**
01/09/18	0000067187	C		01/09/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	4,597.21	
						01/09/2018	**0000067187**	**IMAGE 2000, INC.**								**4,597.21**
01/09/18	0000067188	C		01/09/2018	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	639.15	
						01/09/2018	**0000067188**	**RAN GRAPHICS**								**639.15**
01/09/18	0000067189	C		01/09/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	5,262.87	

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
						01/09/2018	**0000067189**	**IMAGE 2000, INC.**								**5,262.87**
01/09/18	0000067190	C		01/10/2018	FRANTONE'S PIZZA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	259.47	
						01/09/2018	**0000067190**	**FRANTONE'S PIZZA**								**259.47**
01/09/18	0000067191	A		01/10/2018	SCHOOL DATEBOOKS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	4,376.07	
						01/09/2018	**0000067191**	**SCHOOL DATEBOOKS**								**4,376.07**
01/09/18	0000067192	A	1	01/12/2018	GOLDEN STAR TECHNOLOGY INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	17-18	2,837.61	
						01/09/2018	**0000067192**	**GOLDEN STAR TECHNOLOGY INC.**								**2,837.61**
01/09/18	0000067193	C		01/09/2018	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	17-18	632.10	
							Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	17-18	798.45	
						01/09/2018	**0000067193**	**RAN GRAPHICS**								**1,430.55**
01/09/18	0000067194	C		01/09/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	389.60	
						01/09/2018	**0000067194**	**GOLDEN STAR TECHNOLOGY INC.**								**389.60**
01/09/18	0000067195	A		01/12/2018	AIRGAS USA, LLC	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	17-18	607.12	
						01/09/2018	**0000067195**	**AIRGAS USA, LLC**								**607.12**
01/09/18	0000067196	A		01/09/2018	ROCHA, RANDY	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	17-18	7,500.00	
						01/09/2018	**0000067196**	**ROCHA, RANDY**								**7,500.00**
01/09/18	0000067197	A		01/09/2018	H2 ENVIRONMENTAL	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65010	6120	7100000	17-18	4,470.00	
						01/09/2018	**0000067197**	**H2 ENVIRONMENTAL**								**4,470.00**

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
01/09/18	0000067198	A		01/09/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64011	6130	7100000	17-18	9,998.00	
						01/09/2018	**0000067198**	**STANLEY SECURITY SOLUTIONS, INC.**								**9,998.00**
01/09/18	0000067199	A	1	01/22/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65050	6120	7100000	17-18	3,290.48	
						01/09/2018	**0000067199**	**GOLDEN STAR TECHNOLOGY INC.**								**3,290.48**
01/09/18	0000067200	C		01/10/2018	FISHER SCIENTIFIC	GLASS AND GLASS PRODUCTS	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	799.52	
						01/09/2018	**0000067200**	**FISHER SCIENTIFIC**								**799.52**
01/09/18	0000067201	A		01/10/2018	VERNIER SOFTWARE	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	6,671.84	
						01/09/2018	**0000067201**	**VERNIER SOFTWARE**								**6,671.84**
01/09/18	0000067202	C		01/09/2018	FLINN SCIENTIFIC INC	CHEMICALS	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	466.92	
						01/09/2018	**0000067202**	**FLINN SCIENTIFIC INC**								**466.92**
01/10/18	0000067203	A		01/10/2018	PIVOT INTERIORS, INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6460	6780000	17-18	814.48	
						01/10/2018	**0000067203**	**PIVOT INTERIORS, INC**								**814.48**
01/10/18	0000067204	C		01/10/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	10,188.88	
						01/10/2018	**0000067204**	**GOLDEN STAR TECHNOLOGY INC.**								**10,188.88**
01/10/18	0000067205	C		01/10/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	509.91	
						01/10/2018	**0000067205**	**RODGER'S CATERING**								**509.91**
01/10/18	0000067206	C		01/10/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	17-18	534.69	
						01/10/2018	**0000067206**	**RODGER'S CATERING**								**534.69**

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
01/11/18	0000067207	P		01/17/2018	NEED TO ADD VENDOR	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	17-18	507.00	
						01/11/2018	**0000067207**	**NEED TO ADD VENDOR**								**507.00**
01/11/18	0000067208	C		01/12/2018	HIGHER EDUCATION USER GROUP	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	17-18	825.00	
						01/11/2018	**0000067208**	**HIGHER EDUCATION USER GROUP**								**825.00**
01/11/18	0000067209	P		01/22/2018	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	17-18	206.60	
						01/11/2018	**0000067209**	**BANK OF AMERICA**								**206.60**
01/11/18	0000067210	P		01/12/2018	AMAZON	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	73.26	
						01/11/2018	**0000067210**	**AMAZON**								**73.26**
01/11/18	0000067211	C		01/19/2018	BANK OF AMERICA	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	65.12	
						01/11/2018	**0000067211**	**BANK OF AMERICA**								**65.12**
01/11/18	0000067212	A		01/11/2018	JD FIELDS LUMBER	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	17-18	2,756.38	
						01/11/2018	**0000067212**	**JD FIELDS LUMBER**								**2,756.38**
01/11/18	0000067213	A		01/11/2018	PPG	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	17-18	467.80	
						01/11/2018	**0000067213**	**PPG**								**467.80**
01/11/18	0000067214	C		01/17/2018	FRANTONE'S PIZZA	OPEN1	Oth Instr Sup Services	01.3	00000.0	72600	73330	4550	6190000	17-18	300.44	
						01/11/2018	**0000067214**	**FRANTONE'S PIZZA**								**300.44**
01/11/18	0000067215	A		01/11/2018	EDGEWOOD PRESS INC.	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	1,682.33	
						01/11/2018	**0000067215**	**EDGEWOOD PRESS INC.**								**1,682.33**
01/11/18	0000067216	A		01/11/2018	NATIONAL EMBLEM, INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	254.48	

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
						01/11/2018	**0000067216**	**NATIONAL EMBLEM, INC.**								**254.48**
01/11/18	0000067217	C		01/19/2018	BANK OF AMERICA	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	17-18	70.33	
						01/11/2018	**0000067217**	**BANK OF AMERICA**								**70.33**
01/11/18	0000067218	C		01/19/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	11.50	
						01/11/2018	**0000067218**	**BANK OF AMERICA**								**11.50**
01/11/18	0000067219	A		01/17/2018	AMAZON	MISCELLANEOUS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	18.99	
						01/11/2018	**0000067219**	**AMAZON**								**18.99**
01/12/18	0000067220	C		01/12/2018	HILTON HOTELS	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	235.12	
							Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	235.12	
							General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	235.12	
							Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	17-18	235.12	
								01.0	00000.0	02000	01100	5210	6005000	17-18	235.12	
						01/12/2018	**0000067220**	**HILTON HOTELS**								**1,175.60**
01/12/18	0000067221	C		01/12/2018	UNIVERSITY OF FLORIDA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	890.00	
							Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	890.00	
							General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	890.00	
							Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	17-18	890.00	
								01.0	00000.0	02000	01100	5210	6005000	17-18	890.00	
						01/12/2018	**0000067221**	**UNIVERSITY OF FLORIDA**								**4,450.00**

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
01/12/18	0000067223	A		01/12/2018	MITCHELL 1	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	6310	0960000	17-18	549.50	
							District	01.0	00000.0	00000	00000	9330	0000000	17-18	549.50	
						01/12/2018	**0000067223**	**MITCHELL 1**								**1,099.00**
01/12/18	0000067224	A		01/12/2018	PATTERSON DENTAL SUPPLY INC.	SOFTWARE	Dental Assisting	01.0	00000.0	00000	02530	6310	1240100	17-18	725.00	
							Dental Hygiene	01.0	00000.0	00000	02530	6310	1240200	17-18	450.00	
						01/12/2018	**0000067224**	**PATTERSON DENTAL SUPPLY INC.**								**1,175.00**
01/12/18	0000067225	A		01/12/2018	CENGAGE LEARNING	BOOKS	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	17-18	180.62	
						01/12/2018	**0000067225**	**CENGAGE LEARNING**								**180.62**
01/12/18	0000067226	C		01/12/2018	US BANK	BANKS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	250.00	
						01/12/2018	**0000067226**	**US BANK**								**250.00**
01/12/18	0000067227	A		01/12/2018	RADIATION DETECTION CO.	MISCELLANEOUS	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	17-18	171.09	
						01/12/2018	**0000067227**	**RADIATION DETECTION CO.**								**171.09**
01/12/18	0000067228	A		01/12/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	14,739.50	
						01/12/2018	**0000067228**	**DEL MAR FLOOR COVERING INC.**								**14,739.50**
01/12/18	0000067229	A		01/12/2018	KNORR SYSTEMS, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	19,968.06	
						01/12/2018	**0000067229**	**KNORR SYSTEMS, INC.**								**19,968.06**
01/12/18	0000067230	A		01/17/2018	MOHAWK CARPET DISTRIBUTION, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	36,140.33	
						01/12/2018	**0000067230**	**MOHAWK CARPET DISTRIBUTION, INC.**								**36,140.33**
01/12/18	0000067231	A		01/17/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	2,844.00	

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
						01/12/2018	**0000067231**	**DEL MAR FLOOR COVERING INC.**								**2,844.00**
01/12/18	0000067232	A		01/17/2018	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	3,560.00	
						01/12/2018	**0000067232**	**INTEGRATED INTERIORS, INC.**								**3,560.00**
01/12/18	0000067233	C		01/17/2018	COMMUNITY COLLEGE FACILITY	ASSOCIATIONS/MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	1,213.00	
						01/12/2018	**0000067233**	**COMMUNITY COLLEGE FACILITY COALITION**								**1,213.00**
01/12/18	0000067234	A		01/17/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	17-18	161.64	
						01/12/2018	**0000067234**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**161.64**
01/12/18	0000067235	C		01/17/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	17-18	21.16	
						01/12/2018	**0000067235**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**21.16**
01/12/18	0000067236	P		01/30/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	17-18	1,309.00	
						01/12/2018	**0000067236**	**BANK OF AMERICA**								**1,309.00**
01/12/18	0000067237	P		01/30/2018	BANK OF AMERICA	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	147.98	
						01/12/2018	**0000067237**	**BANK OF AMERICA**								**147.98**
01/13/18	0000067238	C		01/17/2018	FRANTONE'S PIZZA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	71200	73330	4550	6190000	17-18	300.44	
						01/13/2018	**0000067238**	**FRANTONE'S PIZZA**								**300.44**
01/13/18	0000067239	C		01/17/2018	RODGER'S CATERING	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	238.98	
						01/13/2018	**0000067239**	**RODGER'S CATERING**								**238.98**
01/13/18	0000067240	A		01/22/2018	DUXBURY SYSTEMS, INC	SOFTWARE	Disabled Students	01.3	00000.0	00000	79000	6310	6420000	17-18	536.56	

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
						01/13/2018	**0000067240**	**DUXBURY SYSTEMS, INC**								**536.56**
01/13/18	0000067241	P		01/17/2018	AMAZON	OFFICE SUPPLIES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	17-18	87.93	
						01/13/2018	**0000067241**	**AMAZON**								**87.93**
01/13/18	0000067242	A		01/22/2018	ULINE	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	233.36	
						01/13/2018	**0000067242**	**ULINE**								**233.36**
01/13/18	0000067243	A		01/22/2018	APPLE INC	COMPUTER SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	259.52	
						01/13/2018	**0000067243**	**APPLE INC**								**259.52**
01/13/18	0000067244	A		01/22/2018	CROWN PROMOTIONS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	17-18	3,745.63	
						01/13/2018	**0000067244**	**CROWN PROMOTIONS GROUP**								**3,745.63**
01/13/18	0000067245	A		01/22/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	17-18	1,048.01	
						01/13/2018	**0000067245**	**PCC NETWORK SOLUTIONS**								**1,048.01**
01/13/18	0000067246	P		01/22/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	17-18	472.00	
						01/13/2018	**0000067246**	**GOLDEN STAR TECHNOLOGY INC.**								**472.00**
01/13/18	0000067247	C		01/17/2018	NCS PEARSON INC	LICENSE/FEES	Matriculation-Stdnt Assessment	01.0	00000.0	00100	03410	4325	6320000	17-18	150.00	
						01/13/2018	**0000067247**	**NCS PEARSON INC**								**150.00**
01/13/18	0000067248	P		01/17/2018	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.0	00000.0	00100	02520	4325	1057000	17-18	1,257.58	
						01/13/2018	**0000067248**	**AMAZON**								**1,257.58**
01/13/18	0000067249	A		01/22/2018	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	352.43	

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
						01/13/2018	**0000067249**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**352.43**
01/13/18	0000067250	A		01/22/2018	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	17-18	175.20	
						01/13/2018	**0000067250**	**DIVERSIFIED BUSINESS SERVICES**								**175.20**
01/16/18	0000067251	P		01/17/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	98.99	
						01/16/2018	**0000067251**	**AMAZON**								**98.99**
01/16/18	0000067252	A		01/16/2018	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	343.50	
						01/16/2018	**0000067252**	**RAN GRAPHICS**								**343.50**
01/16/18	0000067253	A		01/16/2018	KLEIN EDUCATIONAL SYSTEMS, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6410	0900000	17-18	9,064.13	
								01.3	00000.0	00000	70260	6450	0900000	17-18	13,707.01	
						01/16/2018	**0000067253**	**KLEIN EDUCATIONAL SYSTEMS, INC**								**22,771.14**
01/16/18	0000067254	A		01/16/2018	MCMASTER CARR SUPPLY CO.	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	234.35	
						01/16/2018	**0000067254**	**MCMASTER CARR SUPPLY CO.**								**234.35**
01/16/18	0000067255	P		01/16/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	215.00	
						01/16/2018	**0000067255**	**BANK OF AMERICA**								**215.00**
01/16/18	0000067256	A		01/16/2018	VORTEX TOOL COMPANY INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	2,705.20	
						01/16/2018	**0000067256**	**VORTEX TOOL COMPANY INC**								**2,705.20**
01/16/18	0000067257	C		01/16/2018	ULINE	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	906.81	
						01/16/2018	**0000067257**	**ULINE**								**906.81**
01/16/18	0000067258	A		01/16/2018	AIRGAS USA, LLC	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	1,349.78	

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
						01/16/2018	**0000067258**	**AIRGAS USA, LLC**								**1,349.78**
01/16/18	0000067259	A		01/16/2018	SNAP-ON TOOLS INDUSTRIAL	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	497.55	
						01/16/2018	**0000067259**	**SNAP-ON TOOLS INDUSTRIAL**								**497.55**
01/16/18	0000067260	A		01/16/2018	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	17-18	221.74	
						01/16/2018	**0000067260**	**PRAXAIR DISTRIBUTION INC.**								**221.74**
01/16/18	0000067261	C		01/16/2018	MCMASTER CARR SUPPLY CO.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	64.42	
						01/16/2018	**0000067261**	**MCMASTER CARR SUPPLY CO.**								**64.42**
01/16/18	0000067262	A		01/19/2018	PCC NETWORK SOLUTIONS	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	04700	70200	5810	6190000	17-18	880.89	
						01/16/2018	**0000067262**	**PCC NETWORK SOLUTIONS**								**880.89**
01/16/18	0000067263	A		01/19/2018	PARKING & PROPERTY ID, a Div	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	502.59	
						01/16/2018	**0000067263**	**PARKING & PROPERTY ID, a Div of NAFCO**								**502.59**
01/16/18	0000067264	C		01/17/2018	BUFFINGTON, DEBORAH	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	17-18	93.07	
						01/16/2018	**0000067264**	**BUFFINGTON, DEBORAH**								**93.07**
01/16/18	0000067265	P		01/17/2018	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.0	00000.0	00100	02520	4325	1057000	17-18	349.50	
						01/16/2018	**0000067265**	**AMAZON**								**349.50**
01/16/18	0000067266	C		01/16/2018	HILTON LOS ANGELES AIRPORT	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	195.70	
						01/16/2018	**0000067266**	**HILTON LOS ANGELES AIRPORT**								**195.70**
01/16/18	0000067267	C		01/16/2018	HILTON LOS ANGELES AIRPORT	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	195.70	

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
						01/16/2018	**0000067267**	**HILTON LOS ANGELES AIRPORT**								**195.70**
01/16/18	0000067268	C		01/16/2018	RENAISSANCE HOTEL	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	121.18	
						01/16/2018	**0000067268**	**RENAISSANCE HOTEL**								**121.18**
01/16/18	0000067269	C		01/16/2018	RENAISSANCE HOTEL	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	121.18	
						01/16/2018	**0000067269**	**RENAISSANCE HOTEL**								**121.18**
01/16/18	0000067270	C		01/16/2018	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	465.00	
								01.0	00000.0	01900	01100	5210	6005000	17-18	1,000.00	
						01/16/2018	**0000067270**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**1,465.00**
01/17/18	0000067271	A		01/17/2018	GonLED	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	72920	5810	6510000	17-18	364,284.85	
						01/17/2018	**0000067271**	**GonLED**								**364,284.85**
01/17/18	0000067272	C		01/17/2018	SCHINDLER ELEVATOR	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	712.47	
						01/17/2018	**0000067272**	**SCHINDLER ELEVATOR CORPORATION**								**712.47**
01/17/18	0000067273	C		01/17/2018	CAL WEST ENVIRONMENTAL	CONTRACTED SERVICES	Building Maint-Contracts	41.1	00000.0	00000	73830	5810	6511000	17-18	14,089.95	
						01/17/2018	**0000067273**	**CAL WEST ENVIRONMENTAL SERVICES**								**14,089.95**
01/17/18	0000067274	P		01/19/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	17-18	119.94	
						01/17/2018	**0000067274**	**AMAZON**								**119.94**
01/17/18	0000067275	A		01/24/2018	WOLTERS KLUWER	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	17-18	978.00	
						01/17/2018	**0000067275**	**WOLTERS KLUWER**								**978.00**

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
01/17/18	0000067276	C		01/18/2018	RAMIREZ, YESENIA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	17-18	54.75	
						01/17/2018	**0000067276**	**RAMIREZ, YESENIA**								**54.75**
01/17/18	0000067277	A		01/22/2018	ALL AMERICAN TROPHY	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	40.68	
						01/17/2018	**0000067277**	**ALL AMERICAN TROPHY**								**40.68**
01/17/18	0000067278	C		01/18/2018	CALIFORNIA COMM PUBLIC RELATIONS	ASSOCIATIONS/MEMBERSHIPS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	17-18	200.00	
						01/17/2018	**0000067278**	**CALIFORNIA COMM PUBLIC RELATIONS ORGANIZ**								**200.00**
01/17/18	0000067279	P		01/19/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	17-18	316.59	
						01/17/2018	**0000067279**	**AMAZON**								**316.59**
01/17/18	0000067280	A		01/22/2018	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	417.20	
						01/17/2018	**0000067280**	**DIVERSIFIED BUSINESS SERVICES**								**417.20**
01/17/18	0000067281	A		01/22/2018	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	336.69	
						01/17/2018	**0000067281**	**CYNMAR CORPORATION**								**336.69**
01/18/18	0000067282	P		01/18/2018	AMAZON	MISCELLANEOUS	Health Professions	01.0	00000.0	00000	02530	4320	1201000	17-18	87.80	
						01/18/2018	**0000067282**	**AMAZON**								**87.80**
01/18/18	0000067283	A		01/18/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Interdisciplinary Studies	39.8	00000.0	00000	77500	4320	4900000	17-18	264.45	
							Oth Instr Sup Services	39.8	00000.0	00000	77500	5810	6190000	17-18	528.05	
						01/18/2018	**0000067283**	**PCC NETWORK SOLUTIONS**								**792.50**
01/18/18	0000067284	A		01/18/2018	HEALTH CARE LOGISTICS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	60.66	

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
						01/18/2018	**0000067284**	**HEALTH CARE LOGISTICS**								**60.66**
01/18/18	0000067285	C		01/18/2018	SOUTHERN CALIFORNIA GAS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6120	7100000	17-18	68,894.61	
						01/18/2018	**0000067285**	**SOUTHERN CALIFORNIA GAS CO.**								**68,894.61**
01/18/18	0000067286	C		01/18/2018	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	17-18	1,857.50	
						01/18/2018	**0000067286**	**CERRITOS COMMUNITY COLLEGE DISTRICT**								**1,857.50**
01/18/18	0000067287	P		01/30/2018	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	41.99	
						01/18/2018	**0000067287**	**BANK OF AMERICA**								**41.99**
01/18/18	0000067288	C		01/18/2018	INTERNATIONAL STUDY TOURS, LLC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	39.8	00000.0	00000	77500	5210	6190000	17-18	1,700.00	
						01/18/2018	**0000067288**	**INTERNATIONAL STUDY TOURS, LLC**								**1,700.00**
01/18/18	0000067289	C		01/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	1,134.17	
							Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	147.96	
								01.0	00000.0	01900	01100	5210	6005000	17-18	193.96	
						01/18/2018	**0000067289**	**BANK OF AMERICA**								**1,476.09**
01/19/18	0000067290	C		01/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	197.96	
						01/19/2018	**0000067290**	**BANK OF AMERICA**								**197.96**
01/19/18	0000067292	C		01/19/2018	BANK OF AMERICA	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	35.42	
						01/19/2018	**0000067292**	**BANK OF AMERICA**								**35.42**
01/19/18	0000067293	P		01/19/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	44.95	

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
						01/19/2018	**0000067293**	**AMAZON**								**44.95**
01/19/18	0000067294	A		01/22/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	17-18	31,150.49	
						01/19/2018	**0000067294**	**GOLDEN STAR TECHNOLOGY INC.**								**31,150.49**
01/19/18	0000067295	P		01/19/2018	BANK OF AMERICA	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	17-18	400.00	
						01/19/2018	**0000067295**	**BANK OF AMERICA**								**400.00**
01/19/18	0000067296	C		01/19/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	17-18	85.04	
						01/19/2018	**0000067296**	**MCKINLEY, COLLEEN**								**85.04**
01/19/18	0000067297	A		01/22/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	17-18	4,792.38	
						01/19/2018	**0000067297**	**GOLDEN STAR TECHNOLOGY INC.**								**4,792.38**
01/19/18	0000067298	C		01/19/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Student Personnel	01.0	00000.0	00000	03100	5730	6450000	17-18	13,394.56	
						01/19/2018	**0000067298**	**PARKER & COVERT, L.L.P.**								**13,394.56**
01/19/18	0000067299	C		01/19/2018	LOCK, BRADLEY	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	17-18	229.93	
						01/19/2018	**0000067299**	**LOCK, BRADLEY**								**229.93**
01/19/18	0000067300	C		01/19/2018	PHARMEDIX	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	49.99	
						01/19/2018	**0000067300**	**PHARMEDIX**								**49.99**
01/19/18	0000067301	P		01/31/2018	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	353.28	
						01/19/2018	**0000067301**	**AMAZON**								**353.28**
01/22/18	0000067302	C		01/23/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	27,277.94	

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
						01/22/2018	**0000067302**	**PARKER & COVERT, L.L.P.**								**27,277.94**
01/22/18	0000067303	C		01/23/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	27.00	
						01/22/2018	**0000067303**	**ERICKSON LAW FIRM**								**27.00**
01/22/18	0000067304	C		01/23/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	1,872.00	
						01/22/2018	**0000067304**	**ERICKSON LAW FIRM**								**1,872.00**
01/22/18	0000067305	C		01/23/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	1,944.00	
						01/22/2018	**0000067305**	**ERICKSON LAW FIRM**								**1,944.00**
01/22/18	0000067306	C		01/23/2018	SURVEYMONKEY.COM	SUBSCRIPTIONS	Human Resources	01.0	00000.0	00000	05100	5810	6730000	17-18	360.00	
						01/22/2018	**0000067306**	**SURVEYMONKEY.COM**								**360.00**
01/22/18	0000067307	C		01/23/2018	RAPHAEL, VALYNCIA C.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	113.76	
						01/22/2018	**0000067307**	**RAPHAEL, VALYNCIA C.**								**113.76**
01/22/18	0000067308	C		01/23/2018	TRAN, TAN	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	73.29	
						01/22/2018	**0000067308**	**TRAN, TAN**								**73.29**
01/22/18	0000067309	P		01/25/2018	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	17-18	65.08	
						01/22/2018	**0000067309**	**BANK OF AMERICA**								**65.08**
01/22/18	0000067310	C		01/22/2018	CALIFORNIA DENTAL ASSISTANTS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	530.00	
						01/22/2018	**0000067310**	**CALIFORNIA DENTAL ASSISTANTS ASSOCIATION**								**530.00**
01/22/18	0000067311	A		01/22/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4550	0958000	17-18	764.31	

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
						01/22/2018	**0000067311**	**DIVERSIFIED BUSINESS SERVICES**								**764.31**
01/22/18	0000067312	C		01/22/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	270.00	
						01/22/2018	**0000067312**	**ATKINSON, ANDELSON, LOYA, RUUD**								**270.00**
01/22/18	0000067313	C		01/22/2018	NEWSBANK	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	1,408.00	
						01/22/2018	**0000067313**	**NEWSBANK**								**1,408.00**
01/22/18	0000067314	A		01/22/2018	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	2,189.15	
						01/22/2018	**0000067314**	**SAL'S PLUMBING INC**								**2,189.15**
01/22/18	0000067315	A		01/22/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	17-18	140.86	
						01/22/2018	**0000067315**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**140.86**
01/22/18	0000067316	P		01/22/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	17-18	88.65	
						01/22/2018	**0000067316**	**BANK OF AMERICA**								**88.65**
01/22/18	0000067317	P		01/22/2018	WURTH LOUIS & COMPANY	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	266.51	
						01/22/2018	**0000067317**	**WURTH LOUIS & COMPANY**								**266.51**
01/22/18	0000067318	A	1	01/26/2018	INTERNATIONAL CODE COUNCIL	INSTRUCTIONAL SUPPLIES	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	17-18	234.33	
						MISCELLANEOUS		01.0	00000.0	00100	02600	4325	0953000	17-18	21.90	
						01/22/2018	**0000067318**	**INTERNATIONAL CODE COUNCIL**								**256.23**
01/22/18	0000067319	A		01/22/2018	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	254.88	
						01/22/2018	**0000067319**	**WOODCRAFT**								**254.88**
01/22/18	0000067320	P		01/22/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	161.84	

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
						01/22/2018	**0000067320**	**BANK OF AMERICA**								**161.84**
01/22/18	0000067321	A		01/22/2018	DYNATRONICS CORP	MISCELLANEOUS	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	790.74	
						01/22/2018	**0000067321**	**DYNATRONICS CORP**								**790.74**
01/22/18	0000067322	A		01/22/2018	APPLE INC	COMPUTER SUPP/EQUIP	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	427.05	
						01/22/2018	**0000067322**	**APPLE INC**								**427.05**
01/22/18	0000067323	C		01/22/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	670.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	7,470.00	
						01/22/2018	**0000067323**	**ATKINSON, ANDELSON, LOYA, RUUD**								**8,140.00**
01/22/18	0000067324	A		01/22/2018	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	17-18	1,387.91	
						01/22/2018	**0000067324**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**1,387.91**
01/22/18	0000067325	C		01/24/2018	INTERNATIONAL CLINICAL	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	04500	70200	4420	1200000	17-18	625.00	
						01/22/2018	**0000067325**	**INTERNATIONAL CLINICAL EDUCATORS**								**625.00**
01/22/18	0000067326	P		01/22/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	67.26	
						01/22/2018	**0000067326**	**BANK OF AMERICA**								**67.26**
01/22/18	0000067327	A		01/22/2018	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	125.93	
						01/22/2018	**0000067327**	**BANK OF AMERICA**								**125.93**
01/22/18	0000067328	A		01/22/2018	HARBOR FREIGHT TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	59.11	
						01/22/2018	**0000067328**	**HARBOR FREIGHT TOOL**								**59.11**
01/22/18	0000067329	A		01/23/2018	VERO SOFTWARE INC,	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5810	0986000	17-18	821.25	

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
						01/22/2018	**0000067329**	**VERO SOFTWARE INC,**								**821.25**
01/23/18	0000067330	P		01/31/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	369.77	
						01/23/2018	**0000067330**	**BANK OF AMERICA**								**369.77**
01/23/18	0000067331	P		01/23/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	39.8	00000.0	00000	77500	5210	6190000	17-18	833.36	
						01/23/2018	**0000067331**	**BANK OF AMERICA**								**833.36**
01/23/18	0000067332	P		01/23/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	39.8	00000.0	00000	77500	5210	6190000	17-18	899.99	
						01/23/2018	**0000067332**	**BANK OF AMERICA**								**899.99**
01/23/18	0000067333	C		01/24/2018	BELLFLOWER LEADERSHIP AND	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	75.00	
						01/23/2018	**0000067333**	**BELLFLOWER LEADERSHIP AND SUPPORT TEAM**								**75.00**
01/23/18	0000067334	P		01/30/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	337.80	
						01/23/2018	**0000067334**	**BANK OF AMERICA**								**337.80**
01/23/18	0000067335	A		01/23/2018	DUINO KIT - EDUCATIONAL	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	3,976.49	
						01/23/2018	**0000067335**	**DUINO KIT - EDUCATIONAL**								**3,976.49**
01/23/18	0000067336	A		01/23/2018	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5210	6730000	17-18	375.00	
						01/23/2018	**0000067336**	**LIEBERT CASSIDY WHITMORE**								**375.00**
01/23/18	0000067337	C		01/23/2018	PALOMAR COLLEGE/TTIP	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	17-18	275.00	
						01/23/2018	**0000067337**	**PALOMAR COLLEGE/TTIP SOUTH PROJECT**								**275.00**
01/24/18	0000067338	A		01/24/2018	TEAMWORK FUNDRAISING	CONTRACT SERVICES RENDERED	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5810	0900000	17-18	645.00	

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
						01/24/2018	**0000067338**	**TEAMWORK FUNDRAISING**								**645.00**
01/24/18	0000067339	P		01/24/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	86.77	
						01/24/2018	**0000067339**	**AMAZON**								**86.77**
01/24/18	0000067340	A		01/24/2018	GRAINGER	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4550	0958000	17-18	173.45	
						01/24/2018	**0000067340**	**GRAINGER**								**173.45**
01/25/18	0000067342	P		01/25/2018	BANK OF AMERICA	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	17-18	150.00	
						01/25/2018	**0000067342**	**BANK OF AMERICA**								**150.00**
01/25/18	0000067343	C		01/25/2018	DOUBLETREE HOTEL	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	17-18	126.28	
						01/25/2018	**0000067343**	**DOUBLETREE HOTEL**								**126.28**
01/26/18	0000067344	A		01/26/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	176.04	
						01/26/2018	**0000067344**	**DIVERSIFIED BUSINESS SERVICES**								**176.04**
01/25/18	0000067345	C		01/25/2018	SANTA FE SPRINGS CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	240.00	
						01/25/2018	**0000067345**	**SANTA FE SPRINGS CHAMBER OF**								**240.00**
01/26/18	0000067346	P		01/26/2018	BANK OF AMERICA	ADVERTISING	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	81.73	
						01/26/2018	**0000067346**	**BANK OF AMERICA**								**81.73**
01/26/18	0000067347	A		01/26/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	8,482.94	
						01/26/2018	**0000067347**	**US BANK EQUIPMENT FINANCE**								**8,482.94**
01/26/18	0000067348	A		01/26/2018	CHRISTIAN PRINTING SERVICE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	577.07	

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
						01/26/2018	**0000067348**	**CHRISTIAN PRINTING SERVICE**								**577.07**
01/26/18	0000067349	C		01/26/2018	RAPHAEL, VALYNCIA C.	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	17-18	75.67	
						01/26/2018	**0000067349**	**RAPHAEL, VALYNCIA C.**								**75.67**
01/26/18	0000067350	C		01/26/2018	CROTHER, RICHARD	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	17-18	1,029.98	
						01/26/2018	**0000067350**	**CROTHER, RICHARD**								**1,029.98**
01/26/18	0000067351	A		01/26/2018	LV BOTKIN DESIGNS	INSTR MEDIA MATERIALS/SUPP	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	4320	0909000	17-18	7,358.40	
						01/26/2018	**0000067351**	**LV BOTKIN DESIGNS**								**7,358.40**
01/26/18	0000067352	A	1	01/30/2018	USI EDUCATION AND GOVERMENT SALES	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	17-18	533.48	
						01/26/2018	**0000067352**	**USI EDUCATION AND GOVERMENT SALES**								**533.48**
01/26/18	0000067353	A		01/26/2018	OCEANSIDE PHOTO & TELESCOPE	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	503.48	
						01/26/2018	**0000067353**	**OCEANSIDE PHOTO & TELESCOPE**								**503.48**
01/26/18	0000067355	A		01/26/2018	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	17-18	167.11	
						01/26/2018	**0000067355**	**RAN GRAPHICS**								**167.11**
01/26/18	0000067356	C		01/26/2018	NAJARIAN HAGOP	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	149.22	
						01/26/2018	**0000067356**	**NAJARIAN HAGOP**								**149.22**
01/26/18	0000067357	P		01/26/2018	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.0	00000.0	00100	02520	4325	1057000	17-18	116.85	
						OFFICE SUPPLIES		01.0	00000.0	00000	02520	4320	1057000	17-18	7.03	
						01/26/2018	**0000067357**	**AMAZON**								**123.88**
01/26/18	0000067358	A		01/30/2018	SIGMA-ALDRICH, INC.	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	202.58	

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
						01/26/2018	**0000067358**	**SIGMA-ALDRICH, INC.**								**202.58**
01/26/18	0000067359	A		01/26/2018	DWK LIFE SCIENCES LLC	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	17-18	1,374.88	
						01/26/2018	**0000067359**	**DWK LIFE SCIENCES LLC**								**1,374.88**
01/26/18	0000067360	A		01/26/2018	STANTON, MICHAEL	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	17-18	250.00	
						01/26/2018	**0000067360**	**STANTON, MICHAEL**								**250.00**
01/26/18	0000067361	A		01/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	11,603.51	
						01/26/2018	**0000067361**	**GOLDEN STAR TECHNOLOGY INC.**								**11,603.51**
01/26/18	0000067362	C		01/26/2018	SEWVAC LTD.	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	17-18	968.44	
						01/26/2018	**0000067362**	**SEWVAC LTD.**								**968.44**
01/26/18	0000067363	A		01/26/2018	IMAGE 2000, INC.	PRINTING SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	17-18	1,750.91	
						01/26/2018	**0000067363**	**IMAGE 2000, INC.**								**1,750.91**
01/26/18	0000067365	A		01/26/2018	HEADSETS.COM, INC.	OFFICE SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	92.58	
						01/26/2018	**0000067365**	**HEADSETS.COM, INC.**								**92.58**
01/26/18	0000067366	P		01/26/2018	AMAZON	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	126.25	
						01/26/2018	**0000067366**	**AMAZON**								**126.25**
01/26/18	0000067367	A		01/26/2018	SOUTHERN CALIFORNIA MARINE	RENTS/RENTALS	SEM-Chemistry	01.0	00000.0	00000	02570	5610	1956000	17-18	883.36	
						01/26/2018	**0000067367**	**SOUTHERN CALIFORNIA MARINE INSTITUTE**								**883.36**
01/26/18	0000067368	A		01/26/2018	PATTERSON DENTAL SUPPLY INC.	DENTAL SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	17-18	7,410.96	

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
						01/26/2018	**0000067368**	**PATTERSON DENTAL SUPPLY INC.**								**7,410.96**
01/26/18	0000067369	A		01/26/2018	MAXIMUM PROMOTIONS	INSTRUCTIONAL SUPPLIES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	17-18	551.56	
						01/26/2018	**0000067369**	**MAXIMUM PROMOTIONS**								**551.56**
01/26/18	0000067370	P		01/26/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	104.96	
						01/26/2018	**0000067370**	**AMAZON**								**104.96**
01/26/18	0000067371	C		01/26/2018	CHABOT-LAS POSITAS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	5210	6190000	17-18	150.00	
						01/26/2018	**0000067371**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**150.00**
01/30/18	0000067372	A		01/30/2018	DOWNEY CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	315.00	
						01/30/2018	**0000067372**	**DOWNEY CHAMBER OF COMMERCE**								**315.00**
01/30/18	0000067373	C		01/30/2018	NORWALK CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	225.00	
						01/30/2018	**0000067373**	**NORWALK CHAMBER OF COMMERCE**								**225.00**
01/30/18	0000067374	C		01/30/2018	SOROPTIMIST INTERNATIONAL OF	MISCELLANEOUS	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	500.00	
						01/30/2018	**0000067374**	**SOROPTIMIST INTERNATIONAL OF LAKEWOOD/LB**								**500.00**
01/30/18	0000067375	C		01/30/2018	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	210.00	
						01/30/2018	**0000067375**	**SOROPTIMIST INTERNATIONAL OF ARTESIA-CER**								**210.00**
01/30/18	0000067376	C		01/30/2018	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	90.00	
						01/30/2018	**0000067376**	**CITY OF LAKEWOOD**								**90.00**
01/30/18	0000067377	P		01/30/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03500	70200	5210	6190000	17-18	1,050.00	

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
						01/30/2018	**0000067377**	**BANK OF AMERICA**								**1,050.00**
01/30/18	0000067378	A		01/30/2018	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	299.98	
						01/30/2018	**0000067378**	**AMAZON**								**299.98**
01/31/18	0000067379	P		01/31/2018	AMAZON	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	17-18	218.95	
						01/31/2018	**0000067379**	**AMAZON**								**218.95**
01/31/18	0000067380	C		01/31/2018	CPhA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	875.00	
						01/31/2018	**0000067380**	**CPhA**								**875.00**
01/31/18	0000067381	C		01/31/2018	MARRIOTT MARQUIS SAN DIEGO MARINA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	950.00	
						01/31/2018	**0000067381**	**MARRIOTT MARQUIS SAN DIEGO MARINA**								**950.00**
01/31/18	0000067382	A		01/31/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	17-18	275.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	515.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	607.50	
							Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	2,530.90	
						01/31/2018	**0000067382**	**ATKINSON, ANDELSON, LOYA, RUUD**								**3,928.40**
01/31/18	0000067383	A		01/31/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	49.17	
						01/31/2018	**0000067383**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**49.17**
01/31/18	0000067384	A		01/31/2018	STAPLES ADVANTAGE	OFFICE SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	17-18	54.73	
						01/31/2018	**0000067384**	**STAPLES ADVANTAGE**								**54.73**
01/31/18	0000067385	A		01/31/2018	MATTHEW BENDER & CO., INC.	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	4,674.97	

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
						01/31/2018	**0000067385**	**MATTHEW BENDER & CO., INC.**								**4,674.97**
01/31/18	0000067386	A		01/31/2018	STATE WATER RESOURCES	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	11,877.00	
						01/31/2018	**0000067386**	**STATE WATER RESOURCES CONTROL**								**11,877.00**
01/31/18	0000067387	A		01/31/2018	SCANTRON CORPORATION	SOFTWARE	Instructional Office	01.0	00000.0	00000	02100	5630	6016000	17-18	1,835.00	
						01/31/2018	**0000067387**	**SCANTRON CORPORATION**								**1,835.00**
01/31/18	0000067388	A		01/31/2018	WHITTIER FERTILIZER	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	1,067.63	
						01/31/2018	**0000067388**	**WHITTIER FERTILIZER COMPANY**								**1,067.63**
01/31/18	0000067389	A		01/31/2018	ECOCHEMICAL	PAINT SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	1,708.20	
						01/31/2018	**0000067389**	**ECOCHEMICAL**								**1,708.20**
01/31/18	0000067390	A		01/31/2018	CASTER TECHNOLOGIES	MISCELLANEOUS	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	17-18	1,074.52	
						01/31/2018	**0000067390**	**CASTER TECHNOLOGIES**								**1,074.52**
01/31/18	0000067391	A		01/31/2018	FUEL MASTER	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	17-18	550.00	
						01/31/2018	**0000067391**	**FUEL MASTER**								**550.00**
01/31/18	0000067392	A		01/31/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
						01/31/2018	**0000067392**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**1,672.20**
01/31/18	0000067393	A		01/31/2018	D&S WINDOW COVERING	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	160.00	
						01/31/2018	**0000067393**	**D&S WINDOW COVERING**								**160.00**
01/31/18	0000067394	A		01/31/2018	SOUTHERN CALIFORNIA COMM	MISCELLANEOUS	Fiscal Operations	61.1	00000.0	00000	04100	5410	6720000	17-18	182,233.00	

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
						01/31/2018	**0000067394**	**SOUTHERN CALIFORNIA COMM COLLEGE DISTRIC**								**182,233.00**
01/31/18	0000067395	A		01/31/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	2,163.90	
						01/31/2018	**0000067395**	**PUBLIC AGENCY LAW GROUP**								**2,163.90**
01/31/18	0000067396	A	1	02/01/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	529.69	
						01/31/2018	**0000067396**	**GOLDEN STAR TECHNOLOGY INC.**								**529.69**
01/31/18	0000067397	A		02/01/2018	PHARMEDIX	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	17-18	1,982.55	
						01/31/2018	**0000067397**	**PHARMEDIX**								**1,982.55**
01/31/18	0000067398	A		02/01/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	94.65	
						01/31/2018	**0000067398**	**HIROHAMA, STEVEN**								**94.65**
01/31/18	0000067399	A		01/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	17-18	2,318.12	
						01/31/2018	**0000067399**	**GOLDEN STAR TECHNOLOGY INC.**								**2,318.12**
01/31/18	0000067400	A		02/01/2018	JAZZ Z BEAUTY PRODUCTS	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	17-18	674.81	
						01/31/2018	**0000067400**	**JAZZ Z BEAUTY PRODUCTS**								**674.81**
01/31/18	0000067401	A		02/01/2018	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	17-18	742.81	
						01/31/2018	**0000067401**	**NAIMIE'S BEAUTY CENTER**								**742.81**
01/31/18	0000067402	A		01/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	11,650.62	
						01/31/2018	**0000067402**	**GOLDEN STAR TECHNOLOGY INC.**								**11,650.62**
01/31/18	0000067403	A		01/31/2018	KTS NETWORK SOLUTIONS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	459.12	

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
						01/31/2018	**0000067403**	**KTS NETWORK SOLUTIONS**								**459.12**
01/31/18	0000067404	A		02/01/2018	FERNANDEZ, CHRISTINA	REIMBURSEMENT	Photography	01.0	00000.0	00100	02520	4325	1063000	17-18	100.06	
						01/31/2018	**0000067404**	**FERNANDEZ, CHRISTINA**								**100.06**
01/31/18	0000067405	A		01/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	17-18	5,219.00	
						01/31/2018	**0000067405**	**GOLDEN STAR TECHNOLOGY INC.**								**5,219.00**
01/31/18	0000067406	A		02/01/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00100	02520	4325	1057000	17-18	128.64	
						01/31/2018	**0000067406**	**HIROHAMA, STEVEN**								**128.64**
01/31/18	0000067407	A		02/01/2018	BROWN, F. REED	REIMBURSEMENT	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	17-18	76.63	
						01/31/2018	**0000067407**	**BROWN, F. REED**								**76.63**
01/31/18	0000067408	A		01/31/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	17-18	5,698.38	
						01/31/2018	**0000067408**	**GOLDEN STAR TECHNOLOGY INC.**								**5,698.38**
01/31/18	0000067409	A		02/01/2018	OXFORD UNIVERSITY PRESS	BOOKS	Oth Instr Sup Services	01.3	00000.0	02323	72000	4100	6190000	17-18	553.42	
						01/31/2018	**0000067409**	**OXFORD UNIVERSITY PRESS**								**553.42**
01/31/18	0000067410	A		02/01/2018	LOS ANGELES REGIONAL FOOD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	5810	6190000	17-18	150.00	
						01/31/2018	**0000067410**	**LOS ANGELES REGIONAL FOOD BANK**								**150.00**
01/31/18	0000067411	A		01/31/2018	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	249.72	
						01/31/2018	**0000067411**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**249.72**
01/31/18	0000067412	A		01/31/2018	HAWORTH, INC.	FURNITURE, OFFICE	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	765.95	

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
						01/31/2018	**0000067412**	**HAWORTH, INC.**								**765.95**
01/31/18	0000067413	A		01/31/2018	B & H PHOTO VIDEO	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	47.09	
						01/31/2018	**0000067413**	**B & H PHOTO VIDEO**								**47.09**
01/31/18	0000067414	A		01/31/2018	KI	FURNITURE, OFFICE	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	998.25	
						01/31/2018	**0000067414**	**KI**								**998.25**
01/24/18	15C0146A	A		01/24/2018	SAN DIEGO STATE UNIVERSITY	MISCELLANEOUS	General Administration	69.4	00000.0	00000	01200	5810	6006000	17-18	9,983.00	
						01/24/2018	**15C0146A**	**SAN DIEGO STATE UNIVERSITY**								**9,983.00**
01/11/18	16C0020A	A		01/11/2018	CIBER GLOBAL, LLC	CONTRACTED SERVICES	Instructional Office	01.0	00000.0	00000	02100	5630	6016000	17-18	80,827.46	
						01/11/2018	**16C0020A**	**CIBER GLOBAL, LLC**								**80,827.46**
01/02/18	16C0138	C		01/02/2018	CLIFTONLARSONALLEN LLP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5710	6721000	17-18	9,800.00	
						01/02/2018	**16C0138**	**CLIFTONLARSONALLEN LLP**								**9,800.00**
01/26/18	17C0067	A		01/26/2018	ROUNDS, MILLER AND ASSOCIATES	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	17-18	2,000.00	
						01/26/2018	**17C0067**	**ROUNDS, MILLER AND ASSOCIATES**								**2,000.00**
01/09/18	17C0081	A		01/09/2018	SHIBATA, VALENTINA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
						01/09/2018	**17C0081**	**SHIBATA, VALENTINA**								**300.00**
01/08/18	17C0089	A		01/08/2018	CONVINCE & CONVERT, LLC	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	03000	70200	5810	6190000	17-18	3,000.00	
						01/08/2018	**17C0089**	**CONVINCE & CONVERT, LLC**								**3,000.00**
01/02/18	17C0100	A		01/02/2018	GENERAL DYNAMICS INFORMATION	CONTRACTED SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	17-18	25,000.00	

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
						01/02/2018	**17C0100**	**GENERAL DYNAMICS INFORMATION TECHNOLOGY**								**25,000.00**
01/09/18	17C0101	A		01/09/2018	HOLMES, KATHRYN	MISCELLANEOUS	Disabled Students	01.3	00000.0	00000	79000	5810	6420000	17-18	4,000.00	
						01/09/2018	**17C0101**	**HOLMES, KATHRYN**								**4,000.00**
01/09/18	17C0102	A		01/09/2018	CHUONG-NGUYEN, MAY	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
						01/09/2018	**17C0102**	**CHUONG-NGUYEN, MAY**								**300.00**
01/11/18	17FC0023	A		01/11/2018	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65062	6130	7100000	17-18	30,556.00	
						01/11/2018	**17FC0023**	**VERNE'S PLUMBING**								**30,556.00**
01/11/18	17FC0026	A		01/11/2018	LAKELAND FENCE CORP	CONTRACTED SERVICES	Physical Property-Related	41.0	00000.0	00000	73870	6130	7100000	17-18	44,712.99	
						01/11/2018	**17FC0026**	**LAKELAND FENCE CORP**								**44,712.99**
01/02/18	17FC0028	A		01/02/2018	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	21,931.40	
						01/02/2018	**17FC0028**	**DEL MAR FLOOR COVERING INC.**								**21,931.40**
01/04/18	17FC0030	A		01/04/2018	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	17-18	42,355.00	
						01/04/2018	**17FC0030**	**VERNE'S PLUMBING**								**42,355.00**
01/05/18	17FC0031	A		01/05/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6130	7100000	17-18	22,239.00	
						01/05/2018	**17FC0031**	**RDM ELECTRIC CO., INC.**								**22,239.00**
01/18/18	17FC0032	A		01/18/2018	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	41.0	00000.0	00000	73870	6130	7100000	17-18	44,654.00	
						01/18/2018	**17FC0032**	**PREFERRED LANDSCAPE, INC.**								**44,654.00**
01/18/18	17FC0034	A		01/18/2018	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	19,000.00	

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
						01/18/2018	**17FC0034**	**PETERSON'S TREE WORKS**								**19,000.00**
01/31/18	17FC0035	A		01/31/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	04700	70200	5810	6190000	17-18	27,172.80	
						01/31/2018	**17FC0035**	**RDM ELECTRIC CO., INC.**								**27,172.80**
01/24/18	66264A	A		01/24/2018	TINIUS OLSEN TESTING MACHINE	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6410	0900000	17-18	718.37	
						01/24/2018	**66264A**	**TINIUS OLSEN TESTING MACHINE COMPANY**								**718.37**
01/11/18	66805A	A		01/11/2018	EMMIS OPERATING CO, dba KPWR	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	9,725.00	
						01/11/2018	**66805A**	**EMMIS OPERATING CO, dba KPWR**								**9,725.00**
01/03/18	66986A	P		01/03/2018	AMAZON	COMPUTER SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	53.33	
						01/03/2018	**66986A**	**AMAZON**								**53.33**
01/11/18	67109A	A		01/11/2018	PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,328.05	
								01.3	00000.0	01000	71646	6450	0900000	17-18	1,182.61	
						01/11/2018	**67109A**	**PROJECT LEAD THE WAY**								**2,510.66**
01/20/18	67163A	P		01/20/2018	AMAZON	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	17-18	174.40	
						01/20/2018	**67163A**	**AMAZON**								**174.40**
01/24/18	APO170138A	A		01/24/2018	PAPER RECYCLING & SHREDDING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	5810	6440000	17-18	266.48	
						01/24/2018	**APO170138A**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**266.48**
01/24/18	APO170196A	A		01/24/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	17-18	3,625.02	
						01/24/2018	**APO170196A**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**3,625.02**
01/02/18	APO170443	A		01/02/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Admissions	01.0	00000.0	00000	03800	5810	6225000	17-18	396.00	

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
						01/02/2018	**APO170443**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**396.00**
01/02/18	APO170444	A		01/02/2018	PAPER RECYCLING & SHREDDING	CONTRACTED SERVICES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	500.00	
						01/02/2018	**APO170444**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**500.00**
01/05/18	APO170445	A		01/05/2018	LINGUABEE LLC	CONTRACTED SERVICES	Letters	01.0	00000.0	00000	02550	5810	1551000	17-18	3,000.00	
						01/05/2018	**APO170445**	**LINGUABEE LLC**								**3,000.00**
01/05/18	APO170446	A		01/05/2018	PAPER RECYCLING & SHREDDING	RENTS/RENTALS	Matriculation-Stdnt Assessment	01.0	00000.0	00000	03410	5610	6320000	17-18	150.00	
						01/05/2018	**APO170446**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**150.00**
01/08/18	APO170447	A		01/08/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Health Professions	01.0	00000.0	00000	02530	5810	1201000	17-18	132.00	
						01/08/2018	**APO170447**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**132.00**
01/09/18	APO170448	A		01/10/2018	PAPER RECYCLING & SHREDDING	OPEN1	International Students	01.0	00000.0	00000	03420	4550	6452000	17-18	66.00	
							Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	66.00	
						01/09/2018	**APO170448**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**132.00**
01/09/18	APO170449	A		01/09/2018	FOLLETT BOOKSTORE #603	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	300.00	
						01/09/2018	**APO170449**	**FOLLETT BOOKSTORE #603**								**300.00**
01/09/18	APO170450	A		01/09/2018	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	4320	0801000	17-18	121.00	
						01/09/2018	**APO170450**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**121.00**
01/09/18	APO170451	A		01/09/2018	ARC DOCUMENT SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	15,000.00	
						01/09/2018	**APO170451**	**ARC DOCUMENT SOLUTIONS**								**15,000.00**

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
01/11/18	APO170452	A		01/17/2018	RODGER'S CATERING	MISCELLANEOUS	Oth Instr Sup Services	39.0	00000.0	00000	77400	4550	6190000	17-18	400.00	
						01/11/2018	**APO170452**	**RODGER'S CATERING**								**400.00**
01/12/18	APO170453	A		01/12/2018	HOME DEPOT #0608	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	500.00	
						01/12/2018	**APO170453**	**HOME DEPOT #0608**								**500.00**
01/19/18	APO170454	A		01/19/2018	FOLLETT BOOKSTORE #603	BOOKS	Tutoring	01.3	00000.0	01008	73460	4550	6491000	17-18	2,500.00	
						01/19/2018	**APO170454**	**FOLLETT BOOKSTORE #603**								**2,500.00**
01/23/18	APO170455	A		01/23/2018	HOME DEPOT #0608	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	17-18	2,500.00	
						01/23/2018	**APO170455**	**HOME DEPOT #0608**								**2,500.00**
01/30/18	C78-030D	A		01/30/2018	SESAC INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	17-18	2,200.65	
						01/30/2018	**C78-030D**	**SESAC INC.**								**2,200.65**
01/05/18	C83-066D	C		01/05/2018	AMERICAN SOCIETY OF COMPOSERS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	17-18	6,115.17	
						01/05/2018	**C83-066D**	**AMERICAN SOCIETY OF COMPOSERS**								**6,115.17**
01/18/18	C84-067E	C		01/18/2018	BMI	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	17-18	5,868.84	
						01/18/2018	**C84-067E**	**BMI**								**5,868.84**

Total by District : 64360 **1,608,553.17** **1,608,553.17**

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Contracts for the Month of January 2018

ACTION
It is recommended that the Board of Trustees approve the contracts that were processed during the month of January 2018.

FISCAL IMPACT
Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY
This report of contracts that were processed during the month of January 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
January 2018 – Contracts

Consideration of Approval of New/Amended Contracts
for the Month of January 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17C0105	Solano Community College District	Subgrantee Agreement between Solano Community College District and Cerritos College for the Faculty Entrepreneur Champion Mini-Grant Project	01/01/18	06/30/18	Income	Business Education
17C0106	AHMC Whittier Hospital Center LP dba Whitter Hospital Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	01/01/18	12/31/20	No Cost	Health Occupations
17C0107*	The Community College Foundation					
17C0108*	California Energy Commission					
17C0109	Speechful Therapy Services	Contractor to provide clinical/practicum experiences to students enrolled in the Speech-Language Pathology Assistant program.	12/13/17	12/12/22	No Cost	Health Occupations
17C0110****						
17C0111****						
17C0112****						
17C0113**						
17C0114	Bellflower Unified School District	Memorandum of Understanding between Bellflower Unified School District and Cerritos College to provide a President's Middle College Scholars Academy to serve nine (9) students selected from BUSD during the 2017-2019 academic year for a pilot program developed to reach out to high school students who are interested in the teaching profession and are academically capable of post-secondary education.	03/01/17	05/31/19	No Cost	Teacher Trac

Consideration of Approval of New/Amended Contracts
for the Month of January 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17C0115	ABC Unified School District	Memorandum of Understanding between ABC Unified School District and Cerritos College to provide a President's Middle College Scholars Academy to serve seven (7) students selected from ABCUSD during the 2017-2019 academic year for a pilot program developed to reach out to high school students who are interested in the teaching profession and are academically capable of post-secondary education.	03/01/17	05/31/19	No Cost	Teacher Trac
17C0116	ABC Unified School District	Memorandum of Understanding between ABC Unified School District and Cerritos College to provide a President's Middle College Scholars Academy to serve seven (7) students selected from ABCUSD during the 2016-2018 academic year for a pilot program developed to reach out to high school students who are interested in the teaching profession and are academically capable of post-secondary education.	03/01/17	05/31/18	No Cost	Teacher Trac
17C0117	Christina Avila	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in two (2) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	01/22/18	06/30/18	$150.00	Teacher Trac
17C0118	Eufemia Cervantes	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in three (3) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	10/16/17	06/30/18	$225.00	Teacher Trac
17C0119	Ann Zumwinkle dba Zumwinkle.com	Contractor to provide the development and production assistance for the redesigned and redeveloped Cerritos College website that is built within the OmniUpdate Campus framework.	01/29/18	03/02/18	$14,000.00	Public Affairs

Consideration of Approval of New/Amended Contracts
for the Month of January 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17C0120	Hacienda La Puente Unified School District	Contractor to provide clinical/practicum experiences for students enrolled in the Speech-Language Pathology Assistant program	09/25/17	09/24/22	No Cost	Health Occupations
17C0121	David Datu, DDS	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program	01/22/18	01/21/23	No Cost	Health Occupations
17C0122	Maulana Karenga	Contractor to serve as the keynote speaker for the Black History Month celebration. Contractor will provide a lecture on "Living the Legacy of Black History: Struggle, Striving, Service, Sacrifice and Achievement".	02/14/18	02/14/18	$7,500.00	Human Resources
17C0123	Erin Pollard	Contractor to serve as guest speaker for the Lunch and Learn series. Contractor will provide a presentation that describes the difference between gender and sexuality and respectful communication around gender diversity.	03/20/18	03/20/18	$250.00	Human Resources
17C0124	Share Speech and Language	Contractor to provide clinical/practicum experiences for the students enrolled in the Speech-Language Pathology Assistant program	01/22/18	01/21/18	No Cost	Health Occupations
17C0125	Aviva Pharmacy	Contractor to provide clinical/practicum experiences for the students enrolled in the Pharmacy Tech program	01/25/18	01/01/23	No Cost	Health Occupations

*Contract was submitted as a separate Board item due to dollar amount and has already been approved
** No contract was issued under this contract number
***Pending
****For tracking purposes only

Consideration of Approval of New/Amended Contracts
for the Month of January 2018

AMENDED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
15C0146A	San Diego State University Research Foundation	Amendment No. 1 - Minority Male Community College Collaborative Analysis. The Amendment is to extend the terms of the agreement through June 30, 2018.	01/01/16	06/30/18	$9,983.00	Pres Office for Student Svcs

Consideration of Approval of New/Amended Contracts
for the Month of January 2018

CONSTRUCTION RELATED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
17FC0034	Petersons Tree Works	Contractor to remove the trees along the south side of the Stadium.	01/03/18	06/30/18	$19,000.00	Facilities
17FC0035	RDM Electric Co., Inc.	Contractor to provide the power upgrade for new equipment in the Plastics Dept.	01/12/18	06/30/18	$27,172.80	Perkins
17FC0036	Marzola Construction	Contractor to provide labor and materials for the 166th Street sidewalk project.	01/12/18	06/30/18	$42,660.00	Facilities
13P035-13	The Vinewood Company, LLC	Project Assignment Agreement No. 13 for DSA Inspection Services for the Stadium ADA Upgrades project	02/19/18	06/01/18	$22,096.40	Facilities
16P016	JM & J Contractors	Change Order No. 1 – Parking Lot 2 Renovation	07/17/17	Through Project Completion	($6,950.00)	Facilities
16P019	PaveWest, Inc.	Change Order No. 1 – Parking Lot 1A Renovation	08/15/17	Through Project Completion	($6,965.00)	Facilities

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Contract with Integrative Impact, LLC for Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan

ACTION
It is recommended that the Board of Trustees approve the contract with Integrative Impact, LLC for project management/administrative support of the Clean Fuels Transportation Pilot Career Opportunity Training Plan funded by the California Energy Commission.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $43,000 to pay for the below project management/administrative support services; funding is made possible through Cerritos College's agreement with the State Energy Resources Conservation and Development Commission.

REPORT SUMMARY
Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
INTEGRATIVE IMPACT
PROJECT MANAGEMENT/ADMINISTRATIVE SUPPORT FOR THE CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY TRAINING PLAN
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: Cerritos College wishes to enter into an agreement with Integrative Impact, LLC for project management/administrative support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan funded by the California Energy Commission. Integrative Impact, LLC will be responsible for, but not limited to, the following duties: perform research/data analysis and prepare reports as needed, provide compliance management, generate articles on funded programs or related training, assist Project Manager on Quarterly and Final Reports, provide website management, coordinate communications between parties, assist with video updates to be posted on websites, participate in team meetings as necessary, assist Statewide ATRE Navigator and Project Manager in working with the California Energy Commission to

improve high school technical training and address potential future opportunities, and provide event management and participation at Northern and Southern California locations.

Period: The time period will be from March 8, 2018 through March 31, 2020.

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

ATTACHMENT(S)
Draft of Contract No. 17C0129 – Integrative Impact, LLC

Cerritos College DRAFT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0129

PARTIES AND DATE

This Agreement is made and entered into this **8th** day of **March**, **2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Integrative Impact, LLC** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 8941 Atlanta Ave., Suite 421, Huntington Beach, CA 92646, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan**, as directed by DISTRICT; and

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

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan, includes, but is not limited to perform research/data analysis and prepare reports as needed, provide compliance management, generate articles on funded programs or related training, assist Project Manager on Quarterly and Final Reports, provide website management, coordinate communications between parties, assist with video updates to be posted on websites, participate in team meetings as necessary, assist Statewide ATRE Navigator and Project Manager in working with the California Energy Commission, and provide event management and participation at Northern and Southern California locations, per Scope of Work (1 page), attached hereto and incorporated into this Agreement by this reference as "Exhibit B".

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall perform **Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan** 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 8, 2018**, and end on **March 31, 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 **Project Management/Administrative Support for the Clean Fuels Transportation Pilot Career Opportunity Training Plan** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum of **FORTY-THREE THOUSAND AND 00/100 DOLLARS ($43,000.00) as a Fixed Fee**.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement

are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Nicole Sherman.**

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Jannet Malig, Director of Advanced Transportation Technologies Project, Cerritos Community College District** or her designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Nicole Sherman, Principal, Integrative Impact, LLC** or her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the

CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: $1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and

employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

DRAFT

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
Representative: Mark B. Logan, CPPO, C.P.M. 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]

DRAFT

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

DRAFT

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , 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

INTEGRATIVE IMPACT

July 18, 2017

Project Management/Administrative Support for CEC Funded High School Clean Fuel Programs

- Perform research/data analysis and prepare reports as needed; edit reports written by others as needed.
- Compliance Management – review documentation by awarded high schools, provide notice of contract deliverables and related products and dates.
- Create, write or edit articles on funded programs or related training.
- Assist Project Manager on Quarterly and Final Reports
- Website management – work with website contractor and project manager to manage website products, postings and data organization.
- Coordinate communications between ATRE Statewide Sector Navigator, California Energy Commission staff and contracted project manager and website team.
- Assist with video updates to be posted on websites.
- Participate in team meetings as necessary (teleconference and/or in person).
- Assist Statewide ATRE Navigator and project manager in working with the California Energy Commission to improve high school technical training and address potential future training/contracting opportunities.
- Event management and participation at Northern and Southern California locations

Total Project Costs **$43,000.00**

Please let me know if you have questions concerning this proposal. I look forward to working with you on this project.

Sincerely,

Nicole Sherman
Owner, Integrative Impact LLC

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Agreement with Keenan & Associates for Supplemental Employee Retirement Plan Services

ACTION
It is recommended that the Board of Trustees approve the agreement with Keenan & Associates for Supplemental Employee Retirement Plan Services.

FISCAL IMPACT
The total contract sum shall be for the amount of 4.0% of the total premium for the annuity(s) used to fund the Plan; funding for this contract will be allocated from the Retirees budget for the respective campus constituent groups. The premium for the annuity(s) does not include the commission on premiums payable to Keenan for their services as outlined in the agreement.

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
KEENAN & ASSOCIATES
SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN SERVICE AGREEMENT
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into an agreement with Keenan & Associates to provide services relating to the design, implementation, and administration of a Supplemental Employee Retirement Plan ("Plan") which will be offered to eligible employees as of July 1, 2018. Keenan will be responsible for, but not limited to, the following duties: consultation with the District to design the Plan, conduct meetings with eligible employees to disseminate information regarding the Plan, calculate monthly benefits for participants, calculate total annual premium for District to fund the Plan, prepare a Plan document for approval by the District, prepare statements and billings, provide all necessary forms, provide general administrative services to participating employees and their beneficiaries, provide general consulting to the District as needed, and prepare amendments to the Plan and other documentation as necessary.

Period: The time period of the agreement is from July 1, 2018 through June 30, 2023.

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

ATTACHMENT(S)
Contract No. 17C0128 – Keenan & Associates

SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between Keenan & Associates ("Keenan") and **Cerritos Community College District** ("Client") as of the Effective Date set forth in Section 1 below. Keenan and Client are also referred to as the Party or the Parties.

RECITALS

WHEREAS, Client, pursuant to section 53060 of the California Government Code, desires to engage a consultant to perform certain services relating to the design, implementation and administrations of a Supplemental Employee Retirement Plan ("Plan") to be implemented by the Client and offered to its eligible employees as of July 1, 2018 ("Offering").

WHEREAS, Keenan is in the business of providing consulting services to assist public employers such as Client, with the design, implementation and administration of such Plans; and

WHEREAS, Client desires to engage Keenan, and Keenan desires to provide its services to Client, subject to the terms and conditions as set forth herein.

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

1. **TERM OF AGREEMENT**

   This Agreement shall be effective as of July 1, 2018, and shall continue in effect until either: (i) all benefits due under the Plan have been paid or (ii) the Agreement is terminated pursuant to Section 12 below.

2. **KEENAN'S SERVICES**

   A. Throughout the term of this Agreement, Keenan shall perform the services ("Services") enumerated in Exhibit A, attached to and incorporated into this Agreement. Services shall be provided for the Offering and such other subsequent offerings that are mutually agreed to by the parties. Each such subsequent offering shall be identified on a separate addendum in the form attached as Exhibit C ("Addendum").

   B. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion.

   C. Keenan shall provide services in an advisory capacity only, and shall exercise no discretion as to the implementation or administration of the Plan or as to the investment of Plan assets. Keenan and its employees are **NOT** fiduciaries of the Plan, nor shall Keenan or any of its employees act as the Plan Administrator.

D. Keenan is empowered to act on behalf of Client in connection with the Plan only as expressly stated in this Agreement. Client shall at all times retain full and final authority and responsibility for the Plan and its establishment, implementation and operation.

E. Keenan shall timely provide to Plan participants Form1099-R or similar forms required by the Internal Revenue Service ("Forms"). Preparation of the Forms is the responsibility of the annuity provider. Keenan's sole responsibility with respect to the Forms shall be to deliver them to Plan participants once they have been received.

F. Keenan's obligations shall apply to the offerings that are the subject of this Agreement and any Addenda attached hereto. Keenan shall have no responsibility to provide services to Client for any offering that is conducted through another broker, nor shall Keenan have any responsibility to Plan participants enrolled through any such offering.

3. CLIENT'S DUTIES

A. Client shall have the sole responsibility to fund the Plan.

B. Prior to their distribution to Plan participants, Client shall approve the materials provided by Keenan, including all distribution forms, beneficiary designation forms, notices, elections, and legally mandated reports to Plan participants.

C. Client shall obtain the signatures of participants and spouses as required on such consents, benefit distribution forms, and beneficiary designation forms as may be required.

D. Client shall make all discretionary decisions relating to the Plan, including the interpretation of Plan documents, determinations regarding claims for Plan benefits, and the investment of plan assets. The Client hereby acknowledges that it is the designated fiduciary with respect to the Plan.

E Client shall engage its own legal, accounting and other professional service providers to review the Plan, Plan documents and related materials to insure their applicability to and appropriateness for the Client.

F. Client may elect to fund the Plan through the purchase of an annuity or annuities. Client acknowledges that Keenan has arranged for the purchase of a Group Future Premium Immediate Annuity policy through **Mutual of Omaha** ("Carrier") to fund the Plan. Keenan makes no representation or warranty regarding this or any annuity product or the performance of Carrier, or any other annuity carrier. If Client elects to purchase an annuity through Carrier, it shall enter into a separate agreement with Carrier for the purchase of the annuity, and such agreement shall govern the rights of Client with respect to Carrier and the annuity or annuities purchased.

G. Client acknowledges that Keenan has disclosed that:

(i) Keenan receives commissions paid on the purchase of any annuity product purchased by the Client to fund the Plan. The amount of the commission shall be as stated on Exhibit B, Schedule of Fees, attached to and made a part of this Agreement. For subsequent offerings, Keenan's commission shall be as stated in the applicable Addendum;

(ii) The sale of such annuity products is in the ordinary course of Keenan's business as insurance agents, brokers and/or pension consultants;

(iii) The total amount of said commissions for the purchase of the annuity used to fund the Plan, together with any other fees and consideration that may be received by Keenan from Client for the provision of the Services, does not exceed "reasonable compensation" within the meaning of sections 4975(d)(2) and 4975(d)(10) of the Internal Revenue Code of 1986, as amended (the "Code");

(iv) Keenan is not: (1) a trustee of the Plan; (2) an Administrator within the meaning of section 414(g) of the Code; (3) a fiduciary authorized in writing to manage, acquire or dispose of the assets of the Plan on a discretionary basis; or (4) an employer of those employees covered by the Plan.

H. Client shall engage Keenan exclusively for the establishment, design, implementation and administration of the Plan described on Page 1 of this Agreement, and hereby appoints Keenan as its exclusive Broker of Record for any insurance product purchased for the Plan. The exclusivity provided under this paragraph does not extend to any other retirement plan or benefit that is currently sponsored by the Client or that may be sponsored by the Client in the future.

4. IRS DETERMINATION

Keenan has requested and received a favorable determination letter from the Internal Revenue Service ("IRS") for a Supplemental Employee Retirement Plan. Client shall have the option to accept the determination received by Keenan or request their own favorable determination letter. If it elects the latter, Client shall be required to submit its Plan to the IRS, and shall pay all fees associated with the filing. There may be an additional charge by Keenan for additional services required to facilitate the individual Plan filing with the IRS. If Client selects this option, Keenan will provide an estimate of its fees prior rendering any additional services.

5. CONSIDERATION

A. For services rendered under this Agreement, Keenan shall receive payment as set forth in Exhibit B, which is attached hereto. The fees listed on Exhibit B shall be paid by the Client and are separate from, and in addition to, the commissions paid by

the annuity carrier. Any fees due to Keenan shall be payable within thirty (30) days from the date of Keenan's invoice.

B. As the Broker of Record for the Client's Plan. Keenan shall comply with all applicable state and/or federal laws and regulations regarding disclosure of compensation. Keenan embraces industry efforts for transparency and believes it is important that its clients have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and, the compensation that it may receive, either directly or indirectly, in connection with the products or services selected by its clients.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan participants, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **ASSIGNMENT**

Neither party shall assign this Agreement or any part hereof without the express written consent of the other Party.

8. **INDEPENDENT CONTRACTOR**

The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall gave the right to act on behalf of the other, or to bind the other to any contract or other obligation.

9. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

(1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.

(2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar ($2,000,000)

limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

10. **FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contractual duties once the cause of the delay has abated.

11. **CONFIDENTIALITY**

A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, i) any information or data about a party's business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about any individual participating in the Programs, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other, release, disclose, or disseminate the other party's Confidential Information except as is necessary for the performance of the Services or as required by law.

B. In the event that either party becomes the subject of a request under the California Public Records Act, subpoena or court order compelling the disclosure of the other party's Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.

C. Neither party shall be deemed to be in breach of this Section 11 if it has notified the other before it releases the Confidential Information pursuant to a Public Records Act request, subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

12. **TERMINATION**

A. Either Party may terminate this Agreement at any time prior to Client's acceptance of the annuity quote for the annuity or annuities that are purchased to fund the benefits provided by the Plan.

B. After the Client's acceptance of the annuity quote for the annuity or annuities that are purchased to fund the benefits provided by the Plan, Client may terminate this Agreement and select another administrator for the Plan by giving thirty (30) days written notice to Keenan following the occurrence of any of the following events:

(i) The dissolution or insolvency of Keenan;

(ii) The filing of a bankruptcy petition by or against Keenan (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition); or

(iii) The refusal or inability of Keenan to perform its duties under this Agreement.

C. This Agreement shall automatically terminate in the event that Client terminates the Plan.

D. In the event of such termination, all finished or unfinished documents and materials which Keenan has produced under the terms of this Agreement shall be delivered to the Client as soon as practicable under the circumstances then prevailing. The thirty (30) day period shall commence on the date the notice is postmarked by the United States Post Office.

13. **NOTICE**

All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

14 **APPLICABLE LAW**

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

15. **ENTIRE AGREEMENT**

This Agreement, its recitals and all attached exhibits constitute the entire understanding of the Parties related to the subject matter of the Agreement, and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

16. **SEVERABILITY**

Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

17. **MODIFICATION AND AMENDMENT**

No modifications or amendments to any provision hereof shall be binding unless in writing and signed by authorized representatives from both Parties.

18. **DISPUTE RESOLUTION**

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

19. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the

possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the limits of coverage outlined in Section 9.

20. **ATTORNEYS' FEES**

In the event of any dispute relating to this Agreement, the prevailing Party shall be entitled to attorneys' fees and costs, including but not limited to those incurred in resolving the dispute.

21. **WAIVER**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. No waiver shall be valid unless the same is in writing and signed by both Parties hereto.

22. **ADDITIONAL DOCUMENTS AND ACTS**

Each Party shall, at the request of the other, execute, acknowledge, sign and deliver whatever additional instrument, and do such other acts, as may be reasonably requested, necessary or convenient to carry out the intent and purposes of this Agreement.

23. **GENDER/PARAGRAPH HEADINGS/CONSTRUCTION**

As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates. Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted against either Party, but according to the application of other rules of contract interpretation, if any ambiguity or uncertainty is deemed to exist.

24. **AUTHORITY OF OFFICERS OR OTHER APPOINTEES TO EXECUTE ON BEHALF OF ENTITY**

Each of the individuals executing this Agreement below on behalf of a corporate party or other type of entity represents and warrants that (s)he is authorized to do so on behalf of such entity, that the entity has approved this Agreement and that all other authorizations or approvals of this Agreement, if any, have been obtained.

25. **COUNTERPARTS**

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Agreement is binding on and enforceable against such Party.

[Signature Page Follows This Page]

Cerritos Communiy College District			Keenan & Associates	
Signature:			Signature:	
By:	Felipe R. Lopez		By:	J. Daniel Keenan
Title:	Vice President of Business Services/Assistant Superintendent		Title:	Senior Vice President
Address:	11110 Alondra Blvd.		Address:	2355 Crenshaw Blvd., Ste. 200
	Norwalk, CA 90650			Torrance, CA 90501
Telephone:	(562) 860-2451 ext. 2242		Telephone:	310 212-0363
Attention:			Attention:	J. Daniel Keenan
E-mail:	flopez@Cerritos.edu		E-mail:	dkeenan@Keenan.com

EXHIBIT A

SERVICES:

The following services will be provided with respect to the Offering and any subsequent offering that is the subject of an Addendum:

(a) Consult with the Client to design the Plan.

(b) Conduct group meetings with the employees chosen by the Client to communicate the terms of the Plan.

(c) Meet individually with eligible employees to further explain the terms of the Plan.

(d) Calculate monthly benefits for participants.

(e) Calculate the total annual premium payment for the Client to fund the Plan.

(f) Prepare enrollment materials for eligible employees.

(g) Prepare a plan document for review, approval and signature by the Client.

(h) The Client understands that under IRS Announcement 2001-77, it is permitted to rely on the favorable advisory letter issued by the Internal Revenue Service to Keenan & Associates for its GUST-amended specimen Supplemental Employee Retirement Plan and is not required to apply for its own favorable determination letter for the Plan.

(i) Prepare annual premium statements and billings.

(j) Process annuity applications.

(k) Arrange for a custodian for the Plan.

(l) Provide distribution forms.

(m) Provide beneficiary designation forms.

(n) Process changes of information applicable to participants when the same is submitted to Keenan (such as change in address, change in beneficiary).

(o) Verify a retiree's monthly income when so requested by authorized banks and other institutions.

(p) Process necessary documentation for payment to the beneficiary or beneficiaries of a deceased participant.

(q) Respond to questions and concerns of participants and the Client about the Plan and its benefits.

(r) Provide general consulting as requested by the Client from time to time. This includes any item not enumerated in the prior subsections in this Exhibit A. The parties acknowledge that Keenan has advised the Client that there may be an additional charge for any future Plan amendments requested by the Client or required by changes in the Internal Revenue Code. Keenan will provide an estimated fee schedule at the time any future Plan amendments may become necessary.

(s) Prepare amendments to the Plan and other documentation as necessary to terminate the Plan upon the election of the Client to terminate it. The Client hereby acknowledges that Keenan has advised the Client that there may be an additional charge for termination services on the following basis: IRS charges at time of termination and legal counsel's rate at the time of termination. No additional charges or fees may be accessed except those specifically enumerated in this Agreement.

EXHIBIT B

SCHEDULE OF FEES

Document Preparation Fee (Paid to Keenan – One Time Fee)	**N/A**
Commission amount is based on a percentage of total premium for the annuity or annuities used to fund the Plan	4.00%*

* The premium for the annuity or annuities funded by the Client's Plan does not include the commission on premiums payable to Keenan for their services as outlined in the Service Agreement.

Keenan's commission shall be paid by the Client directly to Keenan. Keenan shall invoice Client for the full amount of its commission annually when it invoices Client for the annuity premium.

EXHIBIT C

FORM OF
NEW OFFERING ADDENDUM 1

This New Offering Addendum 1 ("Addendum"), effective as of is hereby incorporated into and made a part of the Supplemental Employee Retirement Services Agreement dated July 1, 2018 ("Agreement") between Cerritos Community College District ("Client") and Keenan & Associates, Inc.("Keenan").

WHEREAS, the Client is planning to undertake a new offering ("Offering") of its Supplemental Employee Retirement Plan ("Plan") as of ;

NOW, THEREFORE, the parties agree as follows:

1. Unless otherwise provided in this Addendum, all terms and conditions of the Agreement shall apply to the Offering that is the subject of this Addendum.

2. Keenan's fees and commissions for the Offering that is the subject of this Addendum shall be as follows: as set forth in Exhibit B of the Agreement.

3. Each person signing this Addendum on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Addendum is binding on and enforceable against such party.

Cerritos Community College District			**Keenan & Associates**	
Signature:			**Signature:**	
By:	**Felipe R. Lopez**		**By:**	**J. Daniel Keenan**
Title:	**Vice President of Business Services/Assistant Superintendent**		**Title:**	**Senior Vice President**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Ratification of Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement for Professional Services with TSG Enterprises, Inc. dba The Solis Group for the Performing Arts Center Project**

ACTION

It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement for Professional Services with TSG Enterprises, Inc. dba The Solis Group for the Performing Arts Center project.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $144,189; this amount will be funded from the GO Bond. TSG Enterprises, Inc. dba The Solis Group is headquartered in Pasadena, 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. 7 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR THE PERFORMING ARTS CENTER PROJECT TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On August 17, 2016, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") for Professional Services with TSG Enterprises, Inc. dba The Solis Group for the purpose of providing consulting services pursuant to Request for Proposals (RFP) No. 15P010, Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration Services. The intent of the Master Agreement is 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 consultant, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 7 arises out of Cerritos College's desire to obtain the necessary labor compliance program services, for the completion of the Performing Arts Center project funded by GO Bond allocations. TSG Enterprises, Inc. dba The Solis Group's services includes, but is not limited to, labor compliance program administration services to ensure that prevailing wages are paid to all workers performing services for the Performing Arts Center project.

Period: The time period will be from February 5, 2018 through May 31, 2021.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 7 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 6 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 5 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 4 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 3 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 2 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Project Assignment Agreement No. 1 to Contract No. 15P010 – TSG Enterprises, Inc. dba The Solis Group
Contract No. 15P010, Master Independent Consultant Agreement for Professional Services, TSG Enterprises, Inc. dba The Solis Group

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **March, 2018**, 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. 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 5, 2018** and will diligently perform as required and complete performance by **May 31, 2021**, 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 Forty-Four Thousand One Hundred Eighty-Nine and 00/100 Dollars ($144,189.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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	**TSG Enterprises, Inc. dba The Solis Group**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Terry E. Solis
Print Title: VP Business Services	Print Title: Chairman and Secretary

DRAFT

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm, Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 26, 2018 regarding Labor Compliance Administration Services Proposed Performing Arts Center Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services

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

Task 1	$144,189.00
Total	$144,189.00

7. Schedule
    a. February 5, 2018 – May 31, 2021

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **25th** day of **October, 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. 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 **December 10, 2017**, and will diligently perform as required and complete performance by **July 25, 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 **Thirteen Thousand One Hundred Fifty-Eight and 00/100 Dollars ($13,158.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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: 11/9, 2017	Dated: 11/2, 2017
Cerritos Community College District	**TSG Enterprises, Inc. dba The Solis Group**
By:	By:
Print Name: Felipe R. Lopez	Print Name: Terry E. Solis
Print Title: VP of Business Services	Print Title: Chairman and Secretary

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm, Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 16, 2017 regarding Labor Compliance Administration Services Proposed Social Science Elevator Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services

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

Task 1	$ 13,158.00
Total	$ 13,158.00

7. Schedule
   a. December 10, 2017 – July 25, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **25th** day of **October, 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. Parking Lot Phase 2

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, 2017**, and will diligently perform as required and complete performance by **January 10, 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 **Three Thousand Two Hundred Forty-Seven and 00/100 Dollars ($3,247.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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: 11/9, 2017	Dated: _____, 20____
Cerritos Community College District	**TSG Enterprises, Inc. dba The Solis Group**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Terry E. Solis
Print Title: VP of Business Services	Print Title: Chairman and Secretary

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm, Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 16, 2017 regarding Labor Compliance Administration Services Proposed Parking Lot Phase 2 Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services

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

Task 1	$ 3,247.00
Total	$ 3,247.00

7. Schedule
   a. December 1, 2017 – January 10, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **28th** day of **April, 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. 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 **May 1, 2017**, 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 Fixed Fee amount not to exceed **Six Thousand Nine Hundred Twenty-Four and 00/100 Dollars ($6,924.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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 31, 2017	Dated: 5/22, 2017
Cerritos Community College District	**TSG Enterprises, Inc. dba The Solis Group**
By:	By:
Print Name: Felipe R. Lopez	Print Name: Terry E. Solis
Print Title: VP of Business Services	Print Title: Chairman and Secretary

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm, Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 25, 2017 regarding Labor Compliance Administration Services Proposed Stadium Turf Replacement Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services

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

Task 1	$ 6,924.00
Total	$ 6,924.00

7. Schedule
   a. May 1, 2017 – December 31, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. Campus Fiber 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 **January 15, 2017**, 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 Fixed Fee amount not to exceed **Eighteen Thousand Three Hundred Forty and 00/100 Dollars ($18,340.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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: 12/20, 2016

TSG Enterprises, Inc. dba The Solis Group

By:

Print Name: Terry E. Solis

Print Title: Chairman and Secretary

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm; Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 6, 2016 regarding Labor Compliance Administration Services, Proposed Campus Fiber Upgrade Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services, Campus Fiber Upgrade Project

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

Task 1	$ 18,340.00
Total	$ 18,340.00

7. Schedule
   a. January 15, 2017 – September 30, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** 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 **TSG Enterprises, Inc. dba The Solis Group** ("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 131 No. El Molino Avenue, Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Labor Compliance Program (LCP) Administration 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. Multi-Purpose Fire Alarm 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 **October 31, 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 **Eleven Thousand Thirty Nine and 00/100 Dollars ($11,039.00)**. 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) Labor Compliance Program (LCP) Administration 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. Not used.

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. Not used.

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: 1/6, 20 17

Cerritos Community College District

By:

Print Name: Felipe Lopez

Print Title: Vice President Business Services

Dated: 12/20, 20 16

TSG Enterprises, Inc. dba The Solis Group

By:

Print Name: Terry E. Solis

Print Title: Chairman and Secretary

Information regarding Consultant:

License No: _____

Address: 131 No. El Molino Avenue, Suite 100

Address: Pasadena, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

Email: alau@thesolisgroup.com

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

95-4728049 :
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 Gary Hamm, Senior Vice President, TSG Enterprises, Inc., dba The Solis Group to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 30, 2016 regarding Labor Compliance Administration Services, Proposed Multi-Purpose Fire Alarm Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Labor Compliance Program (LCP) Administration Services, Multi-Purpose Fire Alarm Project

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

Task 1	$ 11,039.00
Total	$ 11,039.00

7. Schedule
   a. October 31, 2016 – March 31, 2017

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 02

UNDER

CONTRACT NO. 15P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED

AUGUST 18, 2016

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **November 15, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **TSG Enterprises, Inc. dba The Solis Group** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **October 20, 2016**, entitled "**Project Assignment Agreement No. 02** to Master Independent Consultant Agreement, Contract No. 15P010 ("PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Multi-Purpose Fire Alarm Upgrade** 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. 15P010 dated August 18, 2016 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 **October 20, 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 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 2(A) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

A. 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 "1". The 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 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 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 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 2(A) above subject to the limitations set forth herein this Section 2(A)(1). In no event shall the total payment to CONSULTANT exceed **$1,577.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "1". 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 10 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 "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 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 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 11/2, 20 17	Dated: 11/9, 20 17
TSG Enterprises, Inc. dba The Solis Group	**Cerritos Community College District**
By:	By:
Print Name: Terry E. Solis	Print Name: Felipe R. Lopez
Print Title: Chairman & Secretary	Print Title: Vice President 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 Gary Hamm, Senior Vice President, The Solis Group to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 8, 2017 regarding additional labor compliance services Proposed MP Fire Alarm Upgrade Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. 1 additional month of labor compliance services
3. Includes workers' compensation insurance as required by law.
4. Cost of Professional Services

a. Original PAA # 02	$11,039.00
b. Amendment No. 1	**$1,577.00**
c. Total	$12,616.00

5. Schedule
    a. November 1, 2017 – February 28, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

TSG ENTERPRISES, INC. DBA THE SOLIS GROUP

DATED AUGUST 18, 2016

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **18th** 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 **TSG Enterprises, Inc. DBA The Solis Group** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 131 N. El Molino Ave., Suite 100, Pasadena, CA 91101. 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 **August 18, 2016**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P010** ("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 – **Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration 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. Health & Wellness Complex (Phase 1 and Phase 2)

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 22, 2016**, and will diligently perform as required and complete performance through project completion, which will be on or around **December 31, 2019**, 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 Thirty Thousand Five Hundred Fifty and 00/100 Dollars ($130,550.00)**. 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.

   B. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B"** of the Master Agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this PAA.

   C. If Consultant works at more than one site, Consultant shall invoice for each site separately.

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. Not Used.

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. Not Used.

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: 9-1-, 2016	Dated: 8/26, 2016
Cerritos Community College District	**TSG Enterprises, Inc. DBA The Solis Group**
By:	By:
Print Name: NOORALI DELAWALLA	Print Name: TERRY E. SOLIS
Print Title: ACTING V.P. OF BUS. SVCS.	Print Title: CHAIRMAN AND SECRETARY OF THE BOARD OF DIRECTORS

Information regarding Consultant:

License No.: _____

Address: 131 N. EL MOLINO AVE 100
PASADENA, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

E-Mail: alau@thesolisgroup.com

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

95-4728049 :
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 the Master Agreement, and those documents incorporated into the Master Agreement: the District's RFP No. 15P010, Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration Services dated April 12, 2016, Addendum No. 1 dated May 19, 2016, and Consultant's written responses thereto, inclusive of Consultant's Best and Final Offer (BAFO) dated July 19, 2016.
2. Providing and adhering to all of the terms and conditions (intended to be provided by or identified to be provided by the PLA/LCP Administrator) of the Project Labor Agreement (PLA) as executed by the Cerritos Community College District and the Building Trade Councils with the effective date of December 9, 2015.
3. Providing Outreach Program and or Services as required by the above referenced PLA.

Cerritos College

Contract No. 15P010

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(PROJECT LABOR AGREEMENT & LABOR COMPLIANCE PROGRAM ADMINISTRATIVE SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **18th** 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 **TSG Enterprises, Inc. dba The Solis Group** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 131 N. El Molino Ave., Suite 100, Pasadena, CA 91101. 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 documents forming a part of the Master Agreement consist of the following, all of which are component parts of the Master Agreement and incorporated into the Master Agreement by this reference: this Master Agreement, the District's RFP No. 15P010, Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration Services dated April 12, 2016, Addendum No. 1 dated May 19, 2016, and Consultant's written responses thereto, inclusive of Consultant's Best and Final Offer (BAFO) dated July 19, 2016.

WHEREAS, the District desires to obtain an independent consultant for professional services for **Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration Services** for various 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.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Administration 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 **August 25, 2016**, and will diligently perform as required and complete performance by **August 24, 2019**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time. At its sole discretion, the District may amend the Master Agreement for two (2) one-year (1) additional terms.

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
X	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 this Master Agreement a total fee as detailed in 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. Services billed as a labor hour rate shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** 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.

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, or as detailed in each PAA, 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. **For Convenience by Consultant**. Consultant may, upon one hundred and eighty (180) days' notice, with or without reason, terminate this Master Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this one hundred and eighty (180) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
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:

TSG Enterprises, Inc. dba The Solis Group
ATTN: Andy Law
Address: 131 N. El Molino Ave, Ste 100, Pasadena, CA 91101
Phone: 626-685-6989
Fax: 626-685-6985
Email: alaw@thesolisgroup.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: 9-1-, 2016	Dated: 8/26, 2016
Cerritos Community College District	**TSG Enterprises, Inc. dba The Solis Group**
By:	By:
Print Name: NOURAKI DELAWALLA	Print Name: TERRY E. SOLIS
Print Title: ACTING- V.P. OF BUS. SVCS.	Print Title: CHAIRMAN AND SECRETARY OF THE BOARD OF DIRECTORS

Information regarding Consultant:

License No.: _____

Address: 131 N. EL MOLINO AVE STE 100
PASADENA, CA 91101

Telephone: 626-685-6989

Facsimile: 626-685-6985

E-Mail: alau@thesolsgroup.com

95-4728049
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: CALIFORNIA
____ Limited Liability Company
____ Other: _____

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: 8/26/2016

Name of Consultant: TSG Enterprises INC. dBA The Solis group

Signature:

Print Name and Title: Terry E. Solis Chairman and Secretary of the Board of Directors.

(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

PROJECT LABOR AGREEMENT (PLA) MONITORING SERVICES

1. **Introduction and General Information.** The role of the PLA Administrator is to ensure that standard application and enforcement of the Project Labor Agreement is followed by trade contractors for specified projects and to promote the exchange of information between the unions and the contractors, facilitate pre-bid and pre-construction meetings, support the dispute resolution, and otherwise maximize labor harmony and stability throughout the duration of the projects. The PLA Administrator will advise both unions and contractors as to the appropriate manner for each party's implementation of the Project Labor Agreement. Outlined below are the required steps/activities required for the services of monitoring the Project Labor Agreements:

2. **Task Description.** The firms services for PLA monitoring includes, but are not limited to the following:

    a. Develop Project Labor Agreement Monitoring Administrative Structure.
        i. Prepare and Issue Labor Relations Guidelines:
            1. Manual on interpretation and application of the PLA for Contractors to use as a guide.
            2. Brief synopsis and major components of PLA.
        ii. Establish reporting communication lines for the program with District:
            1. Pre-bid and pre-construction meetings held with District project staff and bidding contractors.
            2. Assist District with contract language relating to the PLA (as-needed).
            3. Status on routine labor relations issues; grievances, safety issues, manning, etc.

    b. Establish reporting communication lines for the program with Contractors:
        i. PLA interpretations relevant to jobsite operations at bidders conference.
        ii. Questions and answers to issues arising on the jobsite.
        iii. Establish pre-job conference with unions.
        iv. Prepare PLA materials for bid packages and pre-bid meetings.
        v. Structure for contractors to obtain answers to "Frequently-Asked Questions".
        vi. Attend pre-bid meetings to receive questions, provide overview of PLA and issue a handout.
        vii. Issue PLA contract interpretations and clarifications.
        viii. Maintain log of PLA interpretations and clarifications.
        ix. Maintain grievance log and status.
        x. Provide advice to contractors on how the PLA applies to particular facts as situations arise.

    c. Establish reporting communication lines for the program with Unions:
        i. Establish initial meetings with building and construction trades councils, as appropriate, for outreach and educational initiatives
        ii. Set schedule and agenda for monthly Labor-Management meetings.
        iii. Attend building trades council meetings as required to discuss any safety issues or labor-management developments.
        iv. Establish pre-job conferences with contractors.

    d. Implement Project Labor Agreement Administration
        i. Provide guidance to contractors on the PLA and its operation; assure contractor compliance with obligations under the PLA.
        ii. Establish monthly labor-management meetings.
        iii. Communicate with the unions on interpretation issues and field questions concerning jobsite issues.

e. Oversee grievance activity. Serve as advisor to contractors in responding to grievances, jurisdictional disputes, or jobsite controversies.

f. District Interface and Reporting
   i. Provide reports to District on issues and developments under the PLA (as requested). Address issues that have been raised by the unions.
   ii. Provide any other information or communications on progress under the PLA to District.
   iii. All reports will be reviewed with the Contractor to assure complete District requirements.
   iv. Attend District management meetings as directed.

g. Daily Construction Site Labor Relations Activities
   i. Initial briefing and coordination with contractors.
      1. Initial briefing and coordination with contractors.
      2. Perform daily jobsite reviews.
         a. Monitor union and contractor relationships, working conditions and contractor practices.
         b. Escort union representatives during the on-site visits.
         c. Confer with contractors.
         d. Anticipate needs and issues, e.g., manpower, jurisdictional assignments, disputes, and referral questions, etc.

h. Monitor Safety Issues on Project and Compliance with Project Labor Agreement.
   i. Interface with safety support on-site (as needed).
   ii. Coordinate safety issues in PLA with District, Contractor and Organized Labor.
   iii. Establish and co-chair the Labor – Management Safety Committee.

i. Work Assignment Issues and Jurisdictional Dispute Processing.
   i. Familiarize contractors with PLA work assignment rules and assure contractor understanding and adherence to appropriate jurisdictional practices and rules.
   ii. Advise contractors on work assignments.
   iii. Assist contractors in meetings with disputing unions. Consult or involve International Union representatives, where necessary and appropriate.
   iv. Assist contractors and participate, where appropriate, in the National Impartial Board hearings or arbitration proceedings.

j. Labor Management Meeting Activities.
   i. Co-Chair Labor– Management meetings.
   ii. Develop meeting agenda with the Union's input.
   iii. Assign or perform necessary follow-up on action items from the meeting.
   iv. Report to District on Labor–Management meeting activities.

k. Work Disruption Response.
   i. Maintain no strike provisions of PLA.
   ii. Maintain lines of communication with unions, international unions, attorneys, and District of any potential work disruption, as appropriate.

l. Miscellaneous Matters.
   i. Prepare reports of activities to District, as requested (cases on Project Labor Agreement's, jurisdictional or grievance decisions, OSHA, inspections, citations, National Labor Relations Board cases, etc.).
   ii. Monitor craft availability and skill levels for forecasting program requirements (as needed).
   iii. Maintain open and regular communications with local union representatives, and regional representatives.

m. Community Outreach.
   i. Assist in establish information/outreach centers.

ii. Establish coordinating relationship with local public agencies and community base organizations.
iii. Determine resources needed for implementation.
iv. Identify availability of local workers and apprentices.
v. Identify capacity of local community based organizations and technical assistant organizations.
vi. Coordinate with District to size bid packages to match local capacity.
vii. Identify opportunities for Small Business Development Program.
viii. Coordinate with community and Outreach efforts, and their interface with the PLA.
ix. Review craft apprenticeship programs – apprentice levels, training progress, access of community groups, for maximizing the participation to the program of local residents.

n. Main Office Administration. The Contractor's Main Office Labor Relations Support Staff roles and responsibilities are as follows:
i. Primary point of contact for District.
ii. Provide main office technical support, as needed, to the Program.
iii. Overall responsibility for negotiating and administering the PLA.
iv. Establish labor relations procedures and policies for District Construction Projects covered by the Project Labor Agreement.
v. Interface with the National Building Trades Council and the General Presidents of International Unions signatory to the Project Labor Agreement.
vi. Establish and act as direct liaison in all communications with organized labor.
vii. Monitor the contract between the District and Contractor.

3. **PROGRAM REPORTING.** The Project Labor Agreement Administrator (PLAA) will prepare monthly reports to the District detailing its Project Labor Agreement monitoring and other labor compliance activities. In addition, the PLA Administrator will prepare quarterly reports about apprentice utilization and the training and employment of District service area residents. Finally, the PLA Administrator will prepare all annual and project completion reports required by the DIR.

4. **PROJECT SCHEDULE.** The initial scope of work schedule for designated projects (four projects total) under the District's PLA is as follows:

Project Name	Estimated Construction Value	Estimated Construction Start Date	Estimated Construction Completion Date
Health Wellness Center	$ 51M	Fall 2016	Summer 2019
Field House Complex	$ 9M	Summer 2017	Summer 2019
Health Science	$ 14M	TBD	TBD

LABOR COMPLIANCE ADMINISTRATION

5. **Introduction and General Information.** The role of the LCP Administrator will be to monitor and ensure that best efforts are utilized to comply with the California Code of Regulations, Federal and State of California Labor Laws, and Prevailing Wage Laws.

6. **Scope Of Required Services.** Although the full scope of work shall be negotiated in the Master Agreement for professional services, it will include, but are not limited to the following:

a. Implement and Enforce a LCP.

b. Pre-construction Services

i. Participate in pre-construction meeting for contractors and all subcontractors.

ii. Discuss labor law checklist.

iii. Provide a copy of LCP and related documents to contractor.

iv. Contractor and Labor Compliance Officer (LCO) must sign the labor law checklist.

c. Construction Services

i. Conduct labor law presentation at pre-construction meeting.

ii. Create and upload all PWC-100 forms, and any other forms as required by DIR, for all formal and informal bid projects.

iii. Review of Certified Payroll Reports (CPRs)

1. Ensure CPRs are received from all parties, and uploaded to DIRs website.
2. If payrolls are not received or uploaded, send letter requesting CPRs.
3. Compare rate on CPRs with prevailing wages rates, as determined for each job.
4. Compare employee name and social security number.
5. Send letter to clarify inaccuracies to Contractor by certified mail.

iv. Site Monitoring

1. Obtain work schedules for all construction contracts.
2. Provide site monitors with schedules.
3. Provide site monitors with site interview forms.
4. Conduct random work site interviews (2-3 per subcontractors).
    a. Check for sign-in log (if required to be maintained).
    b. Check for prevailing wage sheets.
    c. Check for daily listing of subcontractors
5. Require site monitors to return site interview forms to LCO.
6. Place site interview forms in a database

v. Investigation

1. If payroll records are not received or uploaded, or no clarification is received from Review of CPRs phase, investigate inaccuracies (including Audit phase).
2. Maintain ongoing communication with workers at sites where there may be possible violations.

vi. Audit

1. Conduct an audit of:
    a. Workers' compensation insurance.
    b. Apprenticeship employment and training.
    c. Apprenticeship training trust contribution.
    d. Illegal taking of wages.
    e. Work hour records.
    f. Payment of prevailing wage rates.

vii. Enforcement

1. Withholding
    a. Calculate withholding amount.
    b. Send Notice of Withholding to Contractor and DIR.
    c. Send Notice of Right to Review.
    d. Withhold contract payments.

e. Deposit withholding and penalties

viii. Forfeiture
1. Request forfeiture determination from DIR (Notice of Deadline for Forfeiture).
2. Attach the following information to the request:
a. Nonpayment of prevailing wage.
b. Failure to provide complete and accurate payroll records.
c. Apprenticeship wages.
d. Kickbacks.
e. Prohibited registration fees.
f. Overtime pay.
g. Distribute forfeited sums after final order.

ix. DIR Reporting
1. Send Notice of Violation to DIR.
2. Refer Contractor to DIR for debarment.

x. Hearing
1. Send Notice of Right to Review in Formal Hearing.
2. Send Notice of Right to Review Evidence.
3. Represent District at Hearing.
4. Obtain service of process and file necessary documents with Hearing Officer.
5. Conduct settlement meeting, if requested.
6. Work with attorney to issue subpoena, if necessary.
7. Work with attorney to conduct deposition, if necessary.
8. Attend pre-hearing conference, if any.
9. Submit pre-hearing briefs.
10. Request reconsideration of hearing, if necessary.
11. Participate in judicial review.

xi. Annual Reports
1. Create an annual report the DIR and the District, which includes the following information:
a. Number of public works contracts awarded using Bond Act funds.
b. Summary of wages due to workers resulting from failure by contractors to pay prevailing wage, total amount withheld from money due the contractors and the total amount recovered by action in any court of competent jurisdiction.
c. Summary of penalties and forfeitures imposed and withheld or recovered in a court of competent jurisdiction.

7. RECORDKEEPING

a. Archive and store Certified Payroll Records and LCP documentation for the requisite period of time.

b. Give the District progress updates, submitted to the Director of Purchasing, on a monthly basis or as frequently as necessary to keep the District appraised of ongoing or developing LCP issues.

c. Compile a record of LCP activities, which fulfills the annual LCP reporting requirements to the District and DIR, and submit same to the District on or before August 1st each year. Such reports shall follow the District's fiscal year, from July 1 to June 30.

8. PROJECT SCHEDULE. Firm's scope of work related to Labor Compliance Administration services shall be for all General Obligation (GO) bond projects.

EXHIBIT "B"

CONSULTANT'S PROPOSED RATES

CONSULTANT TYPE	HOURLY RATES 2016-2021
Principal	N/C
VP/Ops	$ 205.00 per hour
Senior Project Manager	$ 165.00 per hour
Project Manager	$ 154.00 per hour
Assistant Project Manager	$ 132.50 per hour
Senior Analyst	$ 106.00 per hour
Analyst	$ 95.50 per hour
Site Interviewer	$ 90.00 per hour
Administrative Assistant	$ 69.00 per hour

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
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 Ratification of Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Social Science Elevator Project**

ACTION
It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Social Science Elevator Project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $59,052.56; 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. 12 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE SOCIAL SCIENCE ELEVATOR 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. 12 arises out of Cerritos College's desire to obtain the necessary inspection and materials testing for the Social Science Elevator 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 November 2, 2017 through August 3, 2018.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 11 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 10 to Contract No. 14P011 – Koury Engineering & Testing, Inc
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
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. 12

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 **8th** day of **March, 2018**, 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 – **Construction Inspection & Material Testing, 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 **November 2, 2017** and will diligently perform as required and complete performance by **August 3, 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 **Fifty-Nine Thousand Fifty-Two and 56/100** Dollars **($59,052.56**). 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 Inspection and Material Testing, Social Science Elevator

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	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: VP of Business Services	Print Title: VP Sales & Marketing

DRAFT

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.

DRAFT

Cerritos College

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 Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 7, 2017 Social Science Elevator Project (14 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Construction Observation and Testing
    a. Geotechnical Monitoring
    b. Material Inspection
    c. Laboratory Materials Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Geotechnical Inspection Fees	$12,542.56
b.	Material Inspection Fees	$34,303.20
c.	Laboratory Fees	$ 7,526.80
d.	Project Coordination	$ 4,680.00
e.	Total	$ 59,052.56

7. Schedule
    a. November 2, 2017 – August 3, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

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 **20th** day of **November, 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 – **Construction Inspection & Material Testing, Parking Lot Phase 2** 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 Phase 2

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 27, 2017** and will diligently perform as required and complete performance by **January 5, 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 **Twelve Thousand Eighty-Four and 40/100** Dollars **($12,084.40)**. 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 Inspection & Materials Testing, Parking Lot Phase 2

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: Dec 18, 2017

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP of Business Services

Dated: 12/12, 2017

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 Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 5, 2017 regarding Parking Lot Phase 2 Project (13 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Geotechnical Monitoring – Construction Observation & testing
   a. Asphalt Compaction Testing
   b. Base Compaction Testing
   c. Curb & Gutter and Flatworks subgrade compaction testing
   d. Laboratory Soils Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Geotechnical Inspection Fee	$ 9,754.40
b.	Project Coordination	$ 2,330.00
c.	Total	$ 12,084.40

7. Schedule
   a. November 27, 2017 – January 5, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

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 **28th** day of **April, 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 – **Pavement Study, Parking Lot Improvements** 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".**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 15, 2017** and will diligently perform as required and complete performance by **July 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 **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 schedule of deliverable Services to be produced is as follows:

      1) Asphalt Study, Parking Lot Improvements

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 19, 2017	Dated: 5/15, 2015
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: 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 Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2017 regarding Asphalt Study Proposed Parking Lot Improvements Project (4 pages, with pages intentionally omiited), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Background Review
   a. Mark locations of proposed coring/borings field points

3. Task 2 – Field Exploration
   a. Core at 25 locations to sample the asphalt, aggregate base and subsurface soils

4. Task 3 – Laboratory Testing
   a. Laboratory tests will be performed on samples to evaluate the physical and engineering characteristics

5. Task 4 – Geotechnical Findings, Engineering Analysis and Report Preparation
   a. Results of field exploration, laboratory tests and finding will be summarized in a written report

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.	Scope of work	$ 4,200.00
b.	Laboratory Testing/Analyses	$ 2,450.00
c.	Report Preparation	$ 2,300.00
d.	Total	$ 8,950.00

9. Schedule
   a. May 15, 2017 – July 31, 2017

Cerritos College

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.

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

Dated: March 14, 2017	Dated: 3/3, 2017
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

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 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: 6/29, 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 proposed 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. 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.

BS 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

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. 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

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Aug 25, 2015

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 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

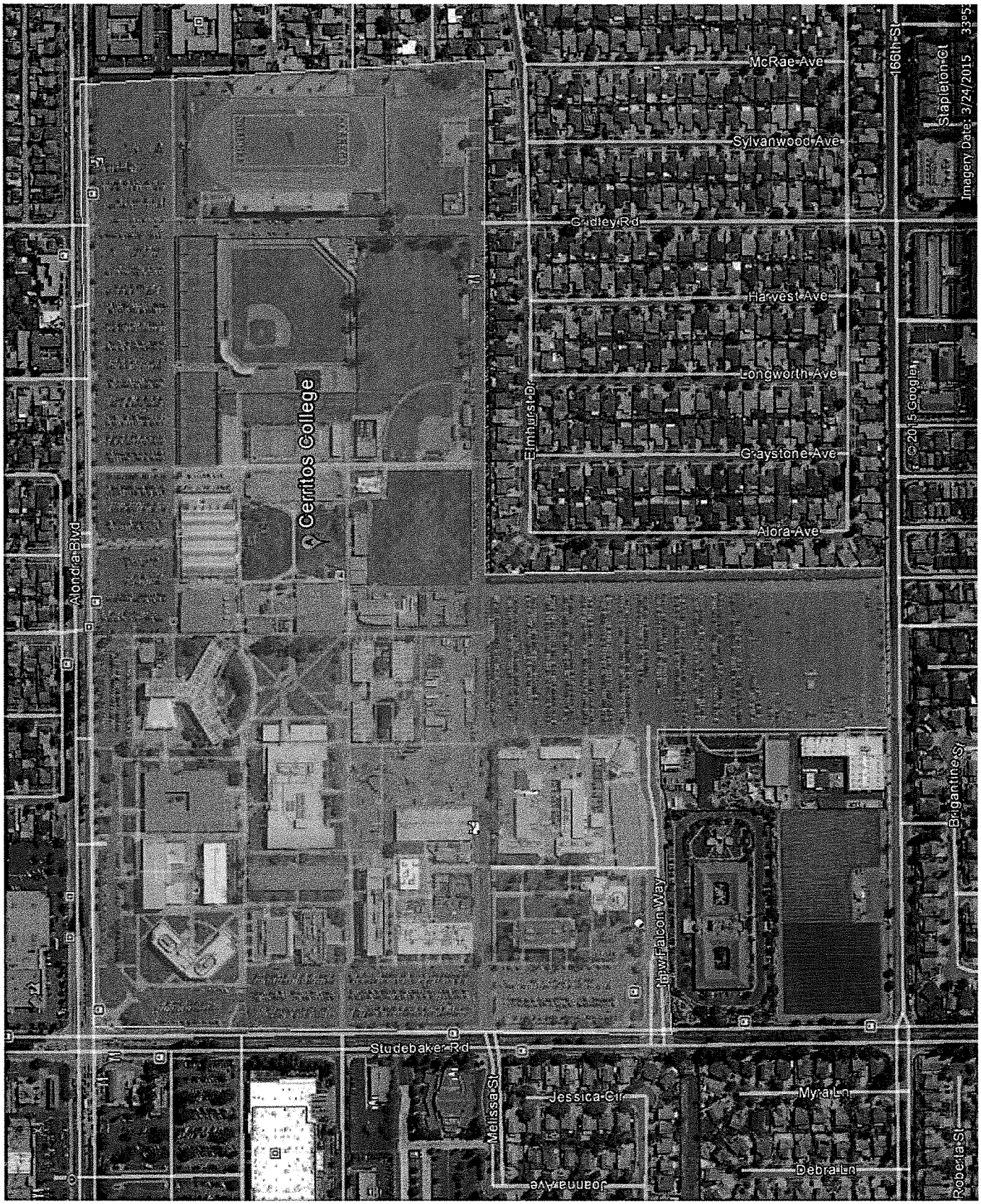
Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	120.00	Hours	$205.00	$24,600.00
Drafting	In-House Drafting in Auto CAD	120.00	Hours	$85.00	$10,200.00
Mobilization | Mapping	Travel time 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
© 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


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. 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

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **August 17, 2017** 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 **March 5, 2015**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Closeout Services for District-Wide Project Certification** 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 closeout services for project certification** 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 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 **March 5, 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 **Twenty-Four Thousand Nine Hundred Ten and 00/100 Dollars ($24,910.00.00)** 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: 8/23, 2017	Dated: Sept. 1, 2017
Koury Engineering & Testing, Inc.	**Cerritos Community College District**
By:	By:
Print Name: Tommy Wright	Print Name: Felipe R. Lopez
Print Title: VP Sales & Marketing	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 Martha Walsworth, Project Coordination, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 25, 2017 and amended July 6, 2017 regarding additional Closeout Services for District-Wide Project Certification project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Project Certification Services

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. Original Contract Amount	$ 32,000.00
b. Amendment No. 1	$ 24,910.00
c. Total	$ 56,910.00

7. Schedule
   a. August 16, 2017 – December 31, 2018

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

CONTRACT NO. 14P011

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

> **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**~~ ***June 30, 2018***, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name & Title

CONSULTANT:

By: _____
Signature

Tommy Wright CBDO
Typed or Printed Name & Title

tommyw@kouryengineering.com
E-mail Address

_____
Tax ID Number

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: March 7, 2018
Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe 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 transfers and budget adjustments will have no effect on the Restricted General Funds, Student Health Services Fund, Insurance – Property Liability Fund, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund, and Sustainability Fund ending balances.

REPORT SUMMARY
Pages 1 thru 3 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds, and Student Health Services Fund. These transfers are self-balancing and have no effect on their ending balances.

Pages 4 thru 6 reflect revenue adjustments for Prekindergarten and Family Literacy Program, Disabled Students Programs and Services, Full Time Student Success Grant; a reduction for Student Success (Credit) per the allocation from the Chancellor's Office; adjust Property & Liability Insurance to align budget with expenditures; and new funds for the Education Futures Grant. These revenue adjustments have no effect on the Restricted General Fund, Insurance Property Liability Fund, and Student Financial Aid Fund ending balances. Expenditures will be adjusted correspondingly.

Page 7 reflects revenue adjustments for State Mandated Cost Claims, sales and commissions, rentals and leases, interest income for the Unrestricted General Fund. These adjustments are due to revised projections, based on actuals through January 31, 2018, and the Chancellor's Office payment schedule for Mandated Costs. The result is a decrease to the Unrestricted General Fund ending balance.

Pages 8 thru 10 reflect expenditure adjustments for the Unrestricted and Restricted General Fund to cover remaining balances of contracts with Ciber Global, and a one-time budget adjustment for lab material fees

for Career Services. The expenditure adjustment in the Sustainability Fund is to set up the budget for the installation of hydration stations. These adjustments will decrease the Unrestricted and Restricted General Fund and Sustainability Fund ending balances.

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

ATTACHMENT(S)
Budget Adjustment Details (10 Pages).

BUDGET TRANSFERS FOR MARCH 7, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(2,000)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(10,272)
OTHER CONTRACT EXPENSES AND SERVICES	$	(49,500)
CAPITAL OUTLAY	$	
INTERFUND TRANSFERS	$	
CONTINGENCY	$	
TOTAL	$	**(61,772)**

TO		
ACADEMIC SALARIES	$	14,000
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	2,522
OTHER CONTRACT EXPENSES AND SERVICES	$	7,650
CAPITAL OUTLAY	$	37,600
OTHER TRANSFER OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**61,772**

Transfers: Reallocation based on current needs. To cover replacement of security cameras; add video server; cover counselors part time hourly; travel in Academic Affairs; repair of laundry machine in PE locker room; rent a reasearch boat for Marine Biology field trip.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Eight (8)

Divisions/Departments/Programs:

Academic Affairs; Humanities and Social Science; Physical Education and Athletics; Science, Engineering and Math; Career Services; Information Technology; Business Services

BUDGET TRANSFERS FOR MARCH 7, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(27,386)
EMPLOYEE BENEFITS	$	(9,845)
SUPPLIES AND MATERIALS	$	(14,034)
OTHER CONTRACT EXPENSES AND SERVICES	$	(5,000)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	(47,291)
OTHER TRANSFERS OUT	$	
TOTAL	$	**(103,556)**

TO		
ACADEMIC SALARIES	$	17,503
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	62,519
EMPLOYEE BENEFITS	$	11,034
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	2,500
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	10,000
TOTAL	$	**103,556**

Transfers: Reallocation based on current needs. Reallocate to adult hourly and full time counselor and its related payroll taxes; payment to/ for students.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Six (6)

Divisions/Departments/Programs:

Extended Opportunity Program Services ; Cooperative Agency Resources Education; Federal Career Tech Education Transitions; Student Equity Plan - Native American Program; Student Equity Plan - Black History Month

BUDGET TRANSFERS FOR MARCH 7, 2018

69.0 FUND - STUDENT HEALTH SERVICES FUND

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	(11,141)
PAYMENTS TO OR FOR STUDENTS	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**(11,141)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	7,920
OTHER CONTRACT EXPENSES AND SERVICES	$	3,050
CAPITAL OUTLAY	$	171
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**11,141**

Transfers: Reallocation based on current needs. Reallocate to supply; new software for medical recording system Point and Click Solution.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Student Health Services

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70770-8652-0000000 State - DOEd: Prekindergarten and Family Literacy Program To increase 2017-18 budget for PKFLP per Amendment # 1 dated July 1, 2017 from California Department of Education. Budget allocated for academic hourly and its related payroll taxes; indirect cost.	$	109,133
00000.0-00000-70780-8652-0000000 State - DOEd: General Child Care and Development Programs To increase 2017-18 budget for GCCDP per Amendment # 1 dated July 1, 2017 from California Department of Education. Budget allocated for supply; indirect cost.	$	22,568
00000.0-00000-73400-8627-0000000 State - Student Success (Credit) To reduce the 2017-18 SSSP budget per allocation memo from Chancellor's office dated October 20, 2017. Budget will be reduced for part time counselor and its related payroll taxes; supply, travel, contracted services	$	(148,220)
00000.0-00000-75286-8652-0000000 State - Education Futures To set up new Education Futures grant. Budget allocated to faculty stipends, adult hourly; supply; contracted services; indirect cost.	$	116,670
00000.0-00000-79000-8623-0000000 State - Disabled Students Programs and Services Adjustment for funds from Chancellor's office. Budget allocated for adult hourly.	$	107,011
Total Revenue Budget	$	**207,162**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Five (5)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

61.2 FUND - INSURANCE - PROPERTY LIABILITY FUND

Revenue Budget

00000.0-00000-04100-8980-0000000	$	15,996
Local - Business Services		
To increase insurance - property liability to cover more claims in 2017-18.		
Budget allocated to insurance.		

Total Revenue Budget	$	**15,996**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

74.0 FUND - STUDENT FINANCIAL AID FUND

Revenue Budget

00000.0-00000-78800-8627-0000000 State - Full Time Student Success Grant To increase 2017-18 budget for FTSSG per P1 adjustment in Chancellor's office. Budget allocated for payments for/ to students.	$	869,200
Total Revenue Budget	$	**869,200**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-00000-8682-0000000 State - State Mandated Cost Claims To adjust budget for revenue of General Fund - Unrestricted based on the Chancellor's Office payment schedule for Mandated Costs	$	(1,171,808)
00000.0-00000-04100-8840-0000000 Sales and Commissions - Business Services To adjust budget for revenue of General Fund - Unrestricted due to revised projections, based on actuals through January 31, 2018.	$	132,500
00000.0-00000-04400-8850-6830000 Rentals and Leases - Physical Plant To adjust budget for revenue of General Fund - Unrestricted due to revised projections, based on actuals through January 31, 2018.	$	50,000
00000.0-00000-00000-8860-0000000 Local - Interest and Investment Income To adjust budget for revenue of General Fund - Unrestricted due to revised projections, based on actuals through January 31, 2018.	$	225,000
Total Revenue Budget	$	**(764,308)**

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

Expenditure Budget

00000.0-00001-02100-5630-6016000	$	81,000
Academic Affairs - Repairs and Maintenance Instructional		
To cover the remaining balance of contract with Ciber Global (16C0020A) re: services pertaining to interface modification for faculty workload and teaching assignments, period through April 30, 2018.		
00000.0-00001-03410-4325-6320000	$	25,000
Career Services - Lab Materials		
One time budget adjustment for lab material fees for Career Services. Funds carried over from 2016-17.		
Total Expenditure Budget	$	**106,000**

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: Two (2)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

Expenditure Budget

00000.0-00000-76615-xxxx-6190000 Deputy Sector Navigator Advanced Transporation and Renewables 2017 funding SB1070 - Various expenses To reduce budget to actual allocation and close out the location.	$	(38,535)
00000.0-00000-76616-xxxx-6190000 Deputy Sector Navigator Advanced Transporation and Renewables 2018 funding SB1070 - Various expenses To adjust budget to its allocation of $200,000. Budget reallocated to classified full time and its related payroll taxes.	$	38,535
Total Expenditure Budget	$	**0**

Fiscal Impact: No effect on ending balance.

Number of Adjustment Requests: Two (2)

BUDGET ADJUSTMENTS FOR MARCH 7, 2018

69.6 FUND - SUSTAINABILITY FUND

Expenditure Budget

00000.0-00000-71030-5810-7100000	$	20,000
Hydration Station - Contracted Services		
To cover cost for installation of hydration stations in Fine Arts, Math, and Liberal Arts. Funds from 69.6 Sustainability Funds.		
Total Expenditure Budget	$	**20,000**

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 29

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 Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

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

ATTACHMENT(S)
Employee Resignations (Including Separations and Retirements) Accepted by the President

EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Henderson, Kamesha	Campus Police	Dispatcher - Campus Police	2/1/2018
2)	Wheeler, Clarence	Research Analyst	Institutional Effectiveness, Research & Planning	2/14/2018

Presented to the Board of Trustees: March 7, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 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 2017-2018 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 2017-2018 Academic Year

FACULTY: TEMPORARY PART-TIME
2017-2018 ACADEMIC YEAR

I. BUSINESS EDUCATION, HUMANITIES, SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Gossett, DeAnna	NH	Business Administration	1AM	62.55
Molina, Joseph	NH	Business Administration	1AM	62.55
Perez, Imelda	NH	Business Administration	1AD	64.74
Vega, William	NH	Business Administration	1AM	62.55

II. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Cameron, Richard	RE	Journalism	6BM	78.56
Ghuloum, Rema	RE	Art & Design	4AM	72.98
Keen, Phillip	NH	Applied Music	1AM	62.55
Trostler, Cindy	NH	Applied Music	1AM	62.55

III. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Shah, Saba	RE	Child Development	1BM	62.22
Stewart, Tiesha	RE	Child Development	1BD	64.74

IV. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Garcia, Fatima	RE	Spanish	3AM	69.51

V. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Ramsaur, Hal Stephens	NH	Athletics - Coaching	1AM	62.55

* NH=New Hire, RE=Reemployed

VI. SEM

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Chrispens, Adriana	RE	Mathematics	2BM	66.04

VII. LIBRARY/SUCCESS CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Farol, Ronald	RE	Success Center - Language	3AM	69.51
Spradlin, Nancy	RE	Success Center - Language	6BM	78.56

VIII. STUDENT SUPPORT SERVICES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Brooks, Kerry Steve	RE	EOPS Instructor	1BM	62.55

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

* NH=New Hire, RE=Reemployed

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: **Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2017-2018 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. 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, 2018, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Araiza Ramos, Frida A.*	Adult Education	Instructional Scheduling Coordinator	$12.98/hr	2/14/2018
Armenta, Edwin Emanuel*	Adult Education	Instructional Aide II	$13.30/hr (1)	2/14/2018
Arredondo, Alexis	HPEDA	Instructional Aide II	$13.30/hr (1)	2/06/2018
Arreola, Angelica*	EPP	Instructional Aide I	$11.00/hr (1)	1/25/2018
Barrios, Martin*	Adult Education	Instructional Aide II	$13.30/hr (1)	2/12/2018
Bekhit, Mariam Wadie*	Adult Education	Program Assistant II	$11.78/hr	2/14/2018
Bernal, Gisselle Shantelle**	CalWORKs	Division Secretary Clerk	$11.00/hr	2/05/2018
Bertea, Cynthia Kay**	Community Education	Continuing Education Specialist/Health Occupations	$52.47/hr	1/25/2018
Botello, Matthew A.*	EPP	Vocational Education & Special Projects Assistant	$17.04/hr	2/15/2018
Brito, Carlos*	Library/Success Center	Instructional Aide I	$11.00/hr (1)	2/15/2018
Caguioa, Allen Charles B	Student Activities	Student Affairs Assistant	$14.32//hr	1/23/2018
Castillo, Maria Carolina*	EPP	Instructional Aide I	$11.00/hr (1)	1/24/2018
Cruz, Irene*	EPP	Student Affairs Technician	$12.05/hr	2/15/2018
De La Torre, Gloria*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/14/2018
De Soto, Alexandra*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/14/2018
Demian, Mariam Fawzy*	Adult Education	Administrative Secretary	$13.64/hr	2/14/2018
Garcia, Jacqueline*	EPP	Student Affairs Technician	$12.05/hr	2/15/2018
Gomez, Jennifer Hayde*	EPP	Community Education Specialist	$30.27/hr	1/24/2018
Gonzalez, Marysol*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/14/2018
Guzman, Jonathan*	Adult Education	Program Facilitator	$14.32/hr	2/14/2018
Henderson, Sarah Rachel*	Adult Education	Community Education Specialist	$30.27/hr	2/07/2018
Hernandez, Brooke E.*	Adult Education	Special Population Coordinator	$17.04/hr	2/14/2018
Isas, Jaqueline*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/14/2018
Islas, Destiny Jasmine*	EPP	Intermediate Typist Clerk	$11.00/hr	1/25/2018
Issac, Terrance	Adult Education	Coordinator of Community Relations	$16.42/hr	2/14/2018
Jauregui, Karelia Margarit*	Adult Education	Program Assistant II	$11.78/hr	2/14/2018
Jones, Paulina Selene	Academic Affairs	Program Assistant II	$11.78/hr	2/08/2018
Kaveney, Heather Renee*	Library/Success Center	Program Assistant II	$11.78/hr	2/01/2018
Lay, Sonya	Adult Education	Instructional Aide II	$13.30/hr (1)	2/14/2018
Legaspi, Brent E.*	DSPS	Aides - Special Education	$11.00/hr	2/15/2018

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 7, 2018

Name	Unit	Classification	Rate	Cleared for Employment
Loaiza, Anayely*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/15/2018
Loaiza, Julissa*	Adult Education	Program Assistant II	$11.78/hr	2/14/2018
Lopez, Karla*	Adult Education	Program Assistant II	$11.78/hr	2/14/2018
Lopez, Priscilla Evelina E.*	Financial Aid	Instructional Aide II	$13.30/hr	2/15/2018
Luna, Javier*	Financial Aid	Division Secretary Clerk	$11.00/hr	1/23/2018
Martinez, Gennesis	Fine Arts	Instructional Aide I	$11.00/hr (1)	1/24/2018
Moreno, Luis*	SEM	Instructional Aide II	$13.30/hr (1)	2/01/2018
Morrison, Sharon *	Financial Aid	Division Secretary Clerk	$11.00/hr	2/12/2018
Nabi, Gulshan*	CalWORKs	Instructional Aide I	$11.00/hr	2/12/2018
Nieto, Jennifer*	Adult Education	Program Facilitator	$14.32/hr	2/06/2018
Nieto, Wendy*	Adult Education	Special Population Coordinator	$17.04/hr	2/15/2018
Nino de Rivera, Irene*	Library/Success Center	Instructional Aide I	$11.00/hr (1)	2/02/2018
Odrich, Eileen*	EPP	Technical Support Coordinator	$19.32/hr	1/25/2018
Oliva, Angelica*	EPP	Grant Writer	$20.26/hr	1/25/2018
Oviedo, Andrea*	Adult Education	Special Population Coordinator	$17.04/hr	2/02/2018
Padilla, Malory*	Adult Education	Instructional Aide II	$13.30/hr (1)	2/06/2018
Passi, Amanda*	CalWORKs	Special Population Coordinator	$17.04/hr	2/13/2018
Perkins, David*	CTE	Technical Support Coordinator	$19.32/hr	1/29/2018
Quesada, Alfredo*	Adult Education	Community Education Specialist	$30.27/hr	1/24/2018
Quinonez, Mariela*	Adult Education	Program Facilitator	$14.32/hr	2/06/2018
Roche Ramirez, Karia*	Adult Education	Instructional Aide II	$13.30/hr (1)	2/14/2018
Roche Ramirez, Sergio*	Adult Education	Instructional Aide II	$13.30/hr (1)	2/14/2018
Rojas De Mejia, Mary*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/06/2018
Salazar, Felicitas*	Adult Education	Coordinator of Community Relations	$16.42/hr	2/15/2018
Salcido, Megan*	EPP	Instructional Aide I	$11.00/hr (1)	1/25/2018
Salguero, Naila Y*	Adult Education	Program Assistant II	$11.78/hr	2/15/2018
Soto, Valerie*	Adult Education	Program Facilitator	$14.32/hr	2/02/2018
Torres, Priscila*	CalWORKs	Instructional Aide I	$11.00/hr (1)	2/14/2018
Torrez, Erika M*	Financial Aid	Science Laboratory Technician - Chemistry	$12.34/hr	1/31/2018
Turner, Tracey	Fine Arts	Continuing Education Specialist/Arts & Crafts	$23.31/hr	2/02/2018
Valera, Daniel*	Adult Education	Program Facilitator	$14.32/hr	2/15/2018
Valladares, Mauel	Success Center	Instructional Aide II	$13.30/hr (1)	1/29/2018
Willis, Esther	Human Resources	Administrative Secretary	$13.64/hr	2/22/2018
Won, Moses	SEM	Instructional Aide I	$11.00/hr (1)	2/05/2018
Yanez, Janet*	Library/Success Center	Program Assistant I	$11.00/hr	2/12/2018

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 7, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 32

FROM:
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY:
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval 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 2018-2019 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 2018-2019 Academic Year

Tenured Faculty
2018-2019

Name	Position	Discipline	Division	Begin Date
Ross, Clara	Counselor	Career Counseling	Counseling	7/1/2014
Salazar, Felipe	Counselor	Veterans Counseling	Counseling	7/1/2014
Brown, F. Reed	Instructor	Theatre & Acting	Fine Arts	8/18/2014
Calisher, Jennifer	Instructor	Mathematics	SEM	8/18/2014
Gardner, Daniel	Instructor	English	Liberal Arts	8/18/2014
Gonzalez, Ruben	Instructor/Coach	PE/Athletics	HPEAD	8/18/2014
Hua, Linda	Instructor	English	Liberal Arts	8/18/2014
Moreno, Jude	Instructor	Nursing	Health Occupations	8/18/2014
Teran, Sergio	Instructor	Art Foundations	Fine Arts	8/18/2014
Vo, Chuong	Instructor	Machine Tool Technology	Technology	8/18/2014

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Request for Unpaid Leave of Absence: Dr. Hillary Mennella, Associate Dean of Student Health, Wellness and Veterans' Services (Student Health Services)

ACTION

It is recommended that the Board of Trustees approve Dr. Hillary Mennella's request for a 100% unpaid leave of absence due to personal reasons for the period of January 22, 2018 through March 12, 2018.

FISCAL IMPACT

The Interim Associate Dean position is being filled by Diana Lerner. This temporary position was previously approved during the October 4, 2017 Board meeting and is approved through June 30, 2018 on an as needed basis. Dr. Mennella will not be receiving any remuneration during this leave time. No new or additional financial effects result.

REPORT SUMMARY

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 (Board Policy 7016.2). Dr. Mennella submitted a request for an unpaid leave of absence due to personal reasons for the period of January 22, 2018 through March 12, 2018. The immediate supervisor, Dr. Stephen Johnson, Vice President of Student Services/Assistant Superintendent, reviewed and recommended approval of Dr. Mennella'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 7, 2018**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

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

SUBJECT: Consideration of Ratification of Temporary Management "Out-of-Classification" Assignment

ACTION

It is recommended that the Board of Trustees ratify a temporary "out-of-classification" assignment for Shawna Baskette, Dean of Academic Success, to perform additional responsibilities effective February 21, 2018 for a period not to exceed June 30, 2018.

FISCAL IMPACT

No fiscal impact. The Dean of Academic Affairs position is vacant.

REPORT SUMMARY

Mr. Rick Miranda was originally hired by the District as Dean of Academic Affairs. He was appointed as the Acting Vice President of Academic Affairs on February 18, 2016 and promoted to Vice President of Academic Affairs effective May 18, 2017. The District has not filled the regular Dean of Academic Affairs position since February 18, 2016. Last year, however, the Board approved a temporary out-of-classification for Dr. Gary Pritchard, Instructional Dean, Fine Arts & Communications, and Dr. Patricia Robbins-Smith, Director, Community Education to perform core duties and responsibilities of the Dean of Academic Affairs vacant position. These Academic Affairs duties were in addition to their regular responsibilities. At the end of the temporary assignment, Dr. Pritchard chose to continue with the out-of-classification assignment and the Board approved his out-of-classification extension at its July 19, 2017 meeting. Dr. Robbins-Smith chose to return to her regular duties. There was a need to fill this temporary out-of-class assignment.

Dr. Renee De Long, Dean of Counseling Services, was chosen to replace Dr. Patricia Robbins- Smith, Director Community Education, to work in this temporary out-of-classification position; however, her temporary assignment ended on February 20, 2018. Because the need continues, Shawna Baskette was chosen to replace Dr. De Long effective February 21, 2018 for a period not to exceed June 30, 2018.

In addition to her regular responsibilities, Shawna Baskette will be required to supervise, assess, and evaluate, academic functions, programs, and services that may include, but are not limited to, accreditation, curriculum development, class schedule and college catalog preparation, faculty workload assessment, and leadership of special academic programs not assigned to another Dean.

During the temporary out-of-classification assignment, Ms. Baskette will receive a temporary upward salary placement adjustment of two Grades. Ms. Baskette will move from Grade 42, Step 4 ($13,212) to Grade 44 Step 4 ($14,098). This out-of-class assignment is done in accordance to Administrative Procedure 7233. It is recommended that the Board of Trustees ratify this temporary out-of-classification assignment for Ms. Baskette.

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 7, 2018**
Agenda Item No. 36

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: **Information Item: Associated Students Cerritos College (ASCC) Financial Report for the Period Ending December 31, 2017**

ACTION
This item is presented for information only.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The ASCC Financial Report for the period ending December 31, 2017 is attached.

Page 1 is the Combined Balance Sheet listing all Associated Students, Clubs & Trust, and Scholarships & Loan Fund account balances.

Page 2 is the Combined Statement of Revenues, Expenditures and changes in fund balance for budget and actual revenues and expenditures. ASCC generated revenue of $624,183 and total expenditures of $525,553 which resulted in an excess of $98,630.

Page 3 is the Budget Summary graphic depiction of actual revenues and expenditures. Sources of income are: 1) College Services Fees (CCSA); 2) Student Store; 3) Commissions (Vending and Food Court); 4) Fine Arts/Athletics; and 5) Interest and Other Income.

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

ATTACHMENT(S)
Associated Students-Cerritos College Combining Statement of Revenues, Expenditures and Changes in Fund Balance for the Periods July 1, 2017 through December 31, 2017.

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING BALANCE SHEET
December 31, 2017

	Associated Students Fund	Students Clubs & Trust Fund	Scholarship & Loans Fund	Combined
ASSETS				
Cash On Hand And In Banks				
Bank of America - ASCC	$ 376,483	$ -	$ -	$ 376,483
Bank of America - Trust		400,118	-	$ 400,118
Investments				
Los Angeles County Treasurer (109-00-000)				0
Cal National Bank-Trust				0
Petty Cash & Change Funds				
ASCC Account (104-00-000)	1,750			1,750
ASCC Accounts Receivable (121-00-000)	0			0
ASCC Prepaid Expense Account (170-00-000)	0			0
QuickBooks Temporary Clearing A (205-02-000)				0
Due From District - ASCC (109-00-000) LAC Investment	1,089,412			1,089,412
Due From District - Trust (123-00-000) LAC Investment	0	263,930		263,930
TOTAL ASSETS	**1,467,644**	**664,047**	**0**	**2,131,692**
LIABILITIES AND FUND BALANCE				
Accounts Payable	**$ 55,449**	$ 5,618	$ -	$ 61,067
Due To Other Funds (202-00-000)	0			0
Amounts Held For Others		658,430	0	658,430
Misc. Adjustments				
TOTAL LIABILITIES	**55,449**	**664,048**	**0**	**719,497**
FUND BALANCE				
Designated for Special Purpose	1,412,195			**1,412,195**
TOTAL FUND BALANCE	**1,412,195**			**1,412,195**
TOTAL LIABILITIES AND FUND BALANCE	**1,467,644**	**664,048**	**0**	**2,131,692**

QB

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
For the Period July 1, 2017 - December 31, 2017

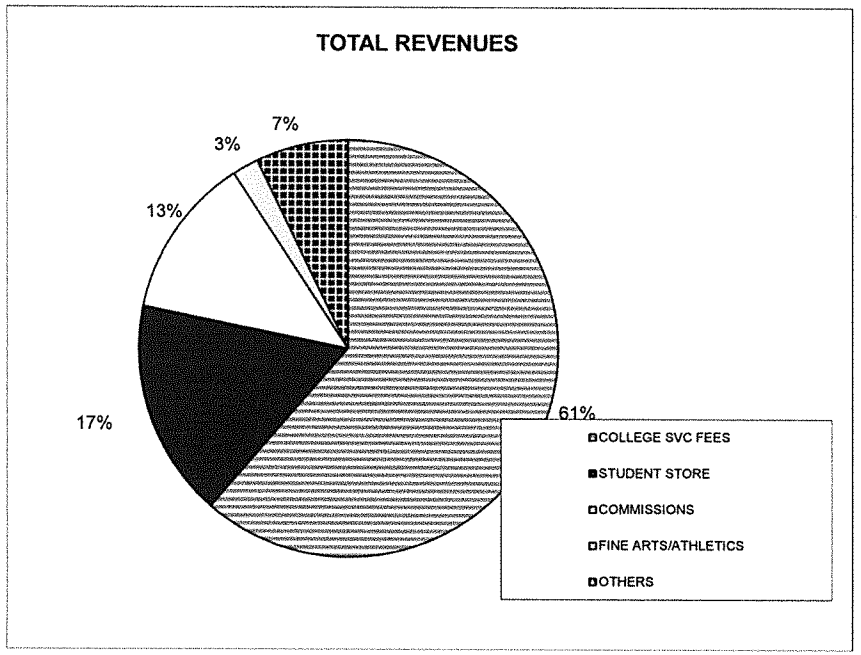
	Associated Students Fund		Students Clubs & Trust Fund (250's)	Scholarship & Loans Fund (275's)
	BUDGET	ACTUAL	ACTUAL	ACTUAL
REVENUES				
College Services Fee (400-01-001)	450,000.00	383,029.00		
Student Store (400-01-002)	500,000.00	105,492.19		
Football (400-02-001)	7,000.00	8,841.00		
Basketball (400-02-002)	1,000.00	0.00		
Student Activities (400-03-001)	0.00	0.00		
Newspaper Advertising (400-03-002)	2,000.00	0.00		
Other Income (400-03-005) (Kiosk - space fee)	3,000.00	1,250.00		
Interest Income (400-03-007)	10,000.00	43,384.61		
Vending Commission (Canteen Vending & Pepsi) (400-04-002)	90,000.00	6,000.00		
Electronic Games (400-04-003)	5,000.00	1,132.45		
Food Court Income (400-04-004)	125,000.00	49,034.03		
Elbow Rooms Commission (400-04-005)	35,000.00	22,229.16		
Fine Arts/Theatre (400-05-001)	7,000.00	3,790.38		
Fine Arts/Music (400-05-002)	0.00	0.00		
ASCC Undistributed Reserves (400-05-003)	452,959.00	0.00		
Receipts (Deposits)			392,733.23	14,552.50
TOTAL REVENUES	**1,687,959.00**	**624,182.82**	**392,733.23**	**14,552.50**
EXPENDITURES				
Student Government Program (600-01-000 to 600-01-999)	308,560.00	118,009.67		
Instructional Programs (600-02-000 to 600-02-999)	604,868.00	144,152.63		
Special Operations (600-03-000 to 600-03-999)	480,773.00	115,943.33		
Intercollegiate Athletics Program (600-04-000 to 600-04-999)	216,135.00	136,235.17		
Student Services (600-05-000 to 600-05-999) + (250-00-001)	77,623.00	11,211.87		
Adjust for restatements	0.00			
Disbursements			541,941.94	14,552.50
TOTAL EXPENDITURES	**1,687,959.00**	**525,552.67**	**541,941.94**	**14,552.50**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		**98,630.15**	**-149,208.71**	**0.00**
BEGINNING FUND BALANCE, JULY 1, 2017		**1,313,565.46**	**807,638.66**	**0.00**
ENDING FUND BALANCE, DECEMBER 31, 2017		**1,412,195.61**	**658,429.95**	**0.00**

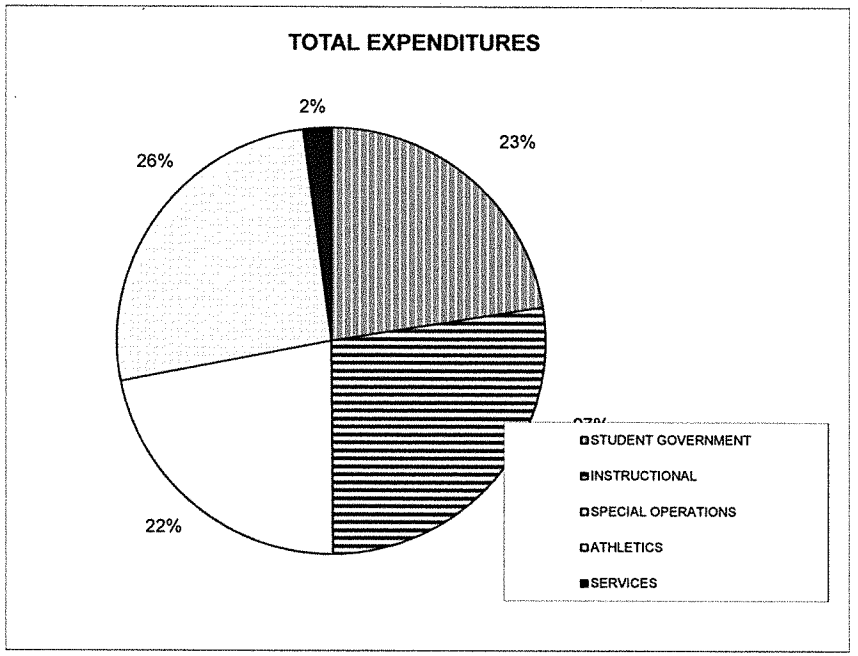
ASSOCIATED STUDENTS-CERRITOS COLLEGE

BUDGET SUMMARY

DECEMBER 2017

1) COLLEGE SVC FEES	$	383,029	STUDENT GOVERNMENT	$	118,010
2) STUDENT STORE		105,492	INSTRUCTIONAL		144,153
3) COMMISSIONS		78,396	SPECIAL OPERATIONS		115,943
4) FINE ARTS/ATHLETICS		12,631	ATHLETICS		136,235
5) OTHERS		44,635	SERVICES		11,212
			ADJ FOR RESTATEMENT		0
TOTAL REVENUES	$	624,183	TOTAL EXPENDITURES	$	525,553





APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
January 29, 2018

PRESENT:	Felipe Lopez	ABSENT:	Dr. Jose Fierro
	Dr. Adriana Flores-Church		Rick Miranda
	Sandy Marks		Dr. Stephen Johnson
	Michelle Lewellen		
	Stephanie Rosenblatt		
	Armando Soto		
	Dr. April Griffin		
	Lynn Laughon		
	David Ward		
	Kim Applebury	GUEST(s):	Patrick O'Donnell
	Karen F. Patron D.		Elizabeth Miller
	Julie Mun		Dr. Valyncia Raphael

I. MEETING CALLED TO ORDER
Mr. Lopez called the meeting to order at 1:02 p.m.

II. PUBLIC COMMENTS
There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES
Information regarding all employment opportunities is posted on the Human Resources webpage.

Name	Position	Start Date
Andrea Turner	Child Development Center Teacher, Part-Time	10/9/17

IV. APPROVAL OF MINUTES – November 27, 2017
It was moved by Mr. Soto and seconded by Ms. Applebury to approve the November 27 minutes. The vote for approval was 9-0-3; Ms. Flores-Church, Ms. Laughon, and Mr. Ward abstained.

V. BOARD AGENDA – February 7, 2018
The committee reviewed the draft February 7 board agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES
DEEOAC
Dr. Raphael distributed the attached handout and stated that the committee has been busy compiling a list of the Cerritos College initiatives, programs, and efforts that contribute to Diversity and/or serve a special population of students. She stated that the list will be a working document and asked the committee to send her their feedback and any corrections. Dr. Raphael stated that after the annual review of the shared governance document, the committee decided to appoint subcommittees as needed to ensure the committee meets its

goals. The Climate Assessment and Outreach, Diversity Funds Allocation, Campus Diversity, Diversity Programming, Policy and Planning, and Communications subcommittees were appointed to meet specific charges. The committee plans to deploy a campus climate survey later this semester. Allied programs such as Safe Zone, Vet Net, and Undocu Ally continue to offer training sessions every semester.

Information Technology Standards
Mr. O'Donnell stated that the committee has been busy updating standards to replace end-of-life HP models. New standards for desktops, monitors, and printers were updated and approved. Student lab replacements for AT-54, CE-2, ME-2J, and PST-230 have been completed, and the oldest generation podiums on campus are being replaced with computers.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES
No reports.

VIII. STATUS OF SHARED GOVERNANCE
Administrative Procedure 5530 – Student Rights and Grievances
Mr. Lopez stated that the proposed updates to the procedure include adding deadlines for Step II of the grade grievance process. The proposed language states that the student must meet with the Student Conduct and Grievance Coordinator within 20 instructional days of submitting the form, and must present a copy of the Grade Grievance Form to the applicable division dean within 20 instructional days of obtaining the signature of the Student Conduct and Grievance Coordinator. Ms. Miller stated that the deadlines are missing from the current procedure, and the goal is to ensure forms are submitted in a timely manner. She stated that the proposed language was vetted through the Student Life Committee.

The Coordinating Committee members discussed whether the deadlines should be shortened because with the proposed revisions, the grade grievance process could take up to 80 instructional days to complete. Ms. Lewellen and Ms. Marks requested time to discuss the proposed revisions with Faculty Senate and the instructional deans, respectively. Ms. Miller stated that she would share the feedback with the Student Life Committee.

This will serve as a first reading and a second review will be scheduled for a future meeting.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS
Ms. Lewellen stated that she was concerned to hear that part-time counselors and staff are being laid off. She asked why their salaries were not budgeted for the entire fiscal year and what has changed in the budget. Mr. Soto stated that the positions in question were budgeted with SSSP funds and that the college will not be receiving the same amount of funding for those services. Ms. Lewellen stated that she would like to know how the college will make up the lost services as they are crucial for our students.

X. PRESIDENT'S REPORT
No report.

ADJOURNMENT
Meeting adjourned at 1:51 p.m.

This audit takes stock of the Cerritos College initiatives, programs and efforts that contribute to Diversity and/or serve a special population of students

College Departments

1	Adult Education	Associate Dean of Adult Ed/Diversity Programs: Graciela Vasquez
2	CalWORKs Student Services	Director of Student Program Services: Norma C. Rodriguez Description: • CalWORKs Work Study Program • Men of CalWORKs
3	CARE	Assistant Director: Yvette Tafoya CARE Coordinator: Marcia Chaney Description:
4	Counseling	Dean of Counseling Services: Renee DeLong Description: • AB540: Rosa Carrillo • 3SP: Renee DeLong/Armando Soto • Puente: Rosa Carrillo • Umoja: Dr. Shelia Hill/Dr. Chelena Fisher/Clara Ross Jones • Veterans Resource Center: Felipe Salazar • Court to College: Renee DeLong/Armando Soto • FAST program Michael W. Miles, Dr. Chelena Fisher, Dr. Michelle Mahoney, Mia Sarah Cesena Claudia Loera, Jeff Cutkomp, Harvey Chew
5	DSPS	Dean of Disabled Student Program & Services
6	EOPS	Director of EOPS: Kim Westby Assistant Director of EOPS Description: • LINC
7	Financial Aid Federal Work Study Program	Dean of Student Support Svcs Programs Description: • Dreamers: Lynn Wang • Federal Work Study Prog: Lizette Gonzalez
8	Office of International Student Services	Director of Student Program Services: Norma C. Rodriguez Description:
9	Project HOPE	Dean of SEM - Connie Boardman
10	Re-Entry Program	Director of Career Services: Terrie Lopez Coordinator: Shannon Estrada

CITE Programs (Community Education and Adult Ed/Diversity Programs)

1	Citizenship Class/Workshops	
2	ESL Courses	
3	Senior Citizen Programming (exercise/crafts/writing)	
4	Literacy Programming	
5	UAII Clubhouse	
6	Annual Men's Conference	
7	Housing Insecurity Resources	
8	Integrated Social Services (foster parents/youth)	

College Committees Institution

	Committee	Primary Contact Person
1	College Committee Developmental Education	Frank Mixson
2	College Committee on Employee Development	Dr. Adriana Flores-Church
3	College Diversity Equal Employment Advisory Committee (DEEOAC)	Director of Diversity, Compliance, and Title IX Coordinator
4	College Committee on Safety*	Tom Gallivan, David Moore
5	College Committee on Student Equity	VP of Student Services
6	College Committee on Student Life	Dean of Student Services
7	College Committee on Student Success and Support Programs	Shawna Baskette, Renee Dr. Delong
8	Student Conduct and Grievance	Dean of Student Services
9	CAIR Team	Dean of Student Services

College Committees (Faculty Senate)

	Committee	Primary Contact Person
1	Senate Committee on Faculty Professional Development	CTX/Dr. David Betancourt
2	Senate Committee on Hiring Standards	Dr. Bob Livingston
3	Senate Committee on Professional Development	Dr. Adriana Flores-Church

Recurring Diversity Trainings

	Committee	Primary Contact Person
1	AB540 Ally	Rosa Carrillo
2	Safe Zone Ally	Ja'net Danielo
3	Vet Net Ally	Amy Holzgang
4	Culturally Responsive Teaching & Learning	Monique Valencia
5	Title IX Training	VCR
6	Culture of Respect	Monica Acuna
7	Teaching and Learning Modules	Damon Cagnolatti

College Programming/Planning Committees

	Committee	Primary Contact Person
1	Hispanic Heritage Month	Rosa Carrillo/Walter Fernandez
2	Black History Month	Miya Walker
3	Women's History Month	Ana Torres-Bower
4	LGBT History Month (Safe Zone)	Lance Kayser/Ja'net Danielo/Erin Cole
5	Festival of Asian Cultures	Toni Grijalva
6	International Education Week	Norma C. Rodriguez
7	ISA Global Village	David Tilahun

Student Diversity Clubs

Criteria: Include clubs that either

1. Hold an explicit commitment to diversity, inclusion, and/or equity;
2. Routinely offer programming, training, or events that foster a climate supportive of diversity, inclusion, and/or equity; or
3. Intentionally provide a supportive community for individuals that identify with the following Equity Plan categories: gender, current or former foster youth, students with disabilities, low-income students, and veterans. Additionally, colleges must have campus-based research on the following ethnic and racial categories: American Indians or Alaskan natives, Asian, native Hawaiian or other Pacific Islanders, Black or African American, Hispanic or Latino, White, some other race, and more than one race.

1	Abilities Empowered	Michael Miles
2	Active Minds (Send Silence Packing)	Humberto Hernandez
4	American Sign Language	Ed Kelly
5	Anthropology	Mark Abbruzzese
6	Black Student Union	Damon Cagnolatti
7	Chicano Latinos for Community Medicine	Alejandro Lopez
8	Chinese	Yiran Zhou
9	DREAM	Lynn Wang
10	Gender Equality	Pauline Acosta
11	IFalcon	Kristen Towhid/Anna Fischer
12	International Student Association	Norma Rodriguez/David Tilahun
13	Kabarkada	Kristen Towhid/Vince Vizcarra
14	K-POP	Yiran Zhou
15	MECHA	Carlos Arce
16	PUENTE	Rosa Carrillo
17	Society for Advancement of Chicanos and Native Americans in Science (SACNESS)	Dr. Scottie Henderson
18	Student Alliance for Equality	Not Active in Fall 2017
19	Student Veterans	Felipe Salazar
20	Women in STEM	Evangelina Reichwein

22	Model United Nations - MUN	Sunday Obazuaye
23	Pacific Islander Club	Not Active in Fall 2017
24	Japanese	Not Active in Fall 2017
25	Religious/Faith Affiliates	Rena Lou
26	HLP Movement	Dr. Chelena Fisher
27	Umoja	Dr. Shelia Hill
28	History	
29	Psychology	
30	Political Science	
31	Social Science	

Academic Programs

1	Mexican American Chicano@ Latino@ Department	Carlos Arce
2	Women's and Gender Equity Department	Veronica Sanchez
3	Queer Studies	Lance Kayser

Faculty Initiatives

1	English as a Second Language	Joann Sugihara-Cheetham
2	Global Studies	Dr. John Haas
3	Women's History Month	Ana Torres-Bower
4	Center for Teaching Excellence (CTX)	David Betancourt
5	Culturally Responsive Teaching and Learning	Shawna Baskette

Campus Positions:

1	Associate Dean of Adult Ed/Diversity Programs	Graciela Vasquez
2	Associate Dean of Student Health, Wellness, & Veterans Svcs	Hillary Mennella/Diana Lerner
3	Dean of Disabled Students Programs & Services	Dr. Lucinda Aborn
4	Director, Diversity, Compliance, and Title IX Coordinator	Dr. Valyncia Raphael
5	Director of Student Program Services	Norma C. Rodriguez
6	EOPS Assistant Director	Yvette Tafoya
7	Program Facilitator for Equity, Diversity, and Title 9 Services	Amber Dofner

Funding Sources

1	DEEOAC Funding	Human Resources
2	ASCC Diversity Funding	ASCC
3	Student Equity Funding	Student Services

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
February 12, 2018

PRESENT:	Dr. Jose Fierro	ABSENT:	Rick Miranda
	Dr. Stephen Johnson		Dr. Adriana Flores-Church
	Felipe Lopez		
	Sandy Marks		
	Michelle Lewellen		
	Stephanie Rosenblatt		
	Armando Soto		
	Dr. April Griffin		
	Lynn Laughon		
	David Ward		
	Kim Applebury		
	Karen F. Patron D.		
	Julie Mun	GUEST(s):	Dr. Renée DeLong

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:04 p.m.

II. PUBLIC COMMENTS
There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES
Information regarding all employment opportunities is posted on the Human Resources webpage.

IV. APPROVAL OF MINUTES – January 29, 2018
It was moved by Ms. Lewellen and seconded by Mr. Lopez to approve the January 29 minutes. The vote for approval was 11-0-2; Dr. Fierro and Dr. Johnson abstained.

V. BOARD AGENDA – February 21, 2018
The committee reviewed the draft February 21 board agenda.

Ms. Rosenblatt asked whether the Board will discuss the loss of SSSP funds and layoff of part-time counselors. Dr. Fierro stated that Dr. Johnson, Dr. DeLong, Mr. Soto, and Traci Ukita are working on a plan to identify a long-term solution to address a loss of nearly $900,000 in two years due to failure to meet established benchmarks. He stated that allocating $140,000 now to reinstate the part-time counselors will not fix the bigger problem. The proposed plan must increase the way in which we are touching students with comprehensive educational plans and students at risk, and include strategies for continuous improvement. Continued collaboration with common goals is essential, and month-to-month funding can be provided after a sustainable plan is developed.

Dr. Johnson stated that they are working on the main elements of a plan designed to empower all to achieve outcomes, and that it will be presented to the counselors at their February 21 division meeting.

Ms. Rosenblatt stated that she is concerned that major elements of the proposed plan may violate the faculty contract and requested that CCFF be involved to prevent delays. Mr. Soto stated that the integrity of counseling is compromised by placing monetary value on specific counseling functions. Ms. Lewellen requested that the plan be presented to Faculty Senate and the Coordinating Committee before it is presented to the Board of Trustees.

Dr. Fierro stated that an information item can be added to the March 7 Board Agenda to provide an overview of the plan and productivity of benchmarks.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

Planning and Budget

Mr. Lopez distributed the attached November 2, 2017 meeting minutes. He stated that at that meeting, he provided a 1st Quarter (as of September 30, 2017) budget to actuals summary for the unrestricted general fund, and an overview was given for the Guided Pathways Project. Mr. Lopez stated that the next meeting is scheduled for Thursday, February 15, and the agenda items include updates regarding the planning calendar/deadlines, 2017-18 FTES, 2018-19 Governor's Proposed Budget, and committee goals. There will also be discussion regarding the proposed new Student-Centered Funding Formula. Mr. Lopez mentioned that we are close to meeting our 16,800 FTES target but reminded everyone that we are actually funded for 17,741 FTES, and the loss in total FTES is approximately a $4.9 million reduction in apportionment.

Student Success and Support Programs

Dr. DeLong distributed the attached February 7 meeting minutes. She stated that the committee's purposes include monitoring the components of SSSP (credit and non-credit) to ensure that they maximize student access and success, and reviewing student success efforts and recommending strategies to avoid duplication of work. She stated that the committee received a presentation about Falcon Safe/Project Safe and an update on Guided Pathways. There are seven task forces across campus to help initiatives move forward and increase awareness.

Web Standards

No report.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

No reports.

VIII. STATUS OF SHARED GOVERNANCE

State Auditor Recommendations

Mr. Lopez distributed the attached summary of recommendations for Cerritos College. He stated that the state auditor conducted an audit on three districts ending last year, and that the purpose is to set best practices for the state for auditing other colleges. The primary focus was on technology, with an emphasis on accessibility. An update on our progress towards meeting the recommendations is due June 30, and the final response is due in

December. Different groups have been assembled and will continue meeting throughout the year to ensure the deadlines are met. The audit also emphasized establishing formal, written procedures to ensure consistency and continuity in the future. A fact sheet, summary, and the full report are posted on the California State Auditors website.

Ms. Rosenblatt stated that one of the responses refers to a separate database for complaints related to personnel or confidential employee information, to be maintained by Human Resources. She requested clarification, and Dr. Fierro stated that Dr. Flores-Church will be available to discuss this item at the next Coordinating Committee meeting.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Laughon stated that Mt. SAC computer facilities coordinator Bill Rawlings was recently appointed to the California Community Colleges Board of Governors by Governor Jerry Brown.

Dr. Griffin stated that the Cerritos College forensics team will once again host our annual Tabor-Venitsky tournament on Presidents' Day weekend, February 16-18. The tournament serves as a competitive preview of the major regional and national forensics championship tournaments.

X. PRESIDENT'S REPORT

Dr. Fierro stated that the Employee Giving Kickoff is scheduled for Wednesday, February 14 from 11:00 a.m. to 1:00 p.m. in the Student Center, and asked all to attend to help support the Finish Great campaign. He also stated that Dr. Maulana Karenga will be the keynote speaker at the 2018 Black History Month celebration on February 14 from 11:00 a.m. to 1:00 p.m. in the Teleconference Center.

Dr. Fierro also provided information related to recent topics discussed by the Executive Council such as an upcoming climate survey, commencement speaker nominations, and state auditor recommendations.

ADJOURNMENT

Meeting adjourned at 2:29 p.m.

Approved 01/18/18

CERRITOS COLLEGE
COLLEGE COMMITTEE ON PLANNING AND BUDGET
MEETING MINUTES
NOVEMBER 2, 2017

Present:	Felipe Lopez	Adelle Krayer
	Dr. Adriana Flores-Church	Stephanie Rosenblatt
	Dr. Kristi Blackburn	Martin Salgado
	Michelle Lewellen	Lynn Laughon
	Renee DeLong	Etta Walton
	Rachel Mason	David Ward
	Stephanie Murguia	Linda Kaufman
	Patrick O'Donnell	Ariel Diane Delos Santos
	Debbie Jensen	
Absent:	Rick Miranda	Angela Conley
	Dr. Stephen Johnson	April Griffin

1. CALL TO ORDER

Mr. Lopez called the meeting to order at 2:09 p.m.

2. APPROVAL OF MINUTES – October19, 2017

It was moved by Mr. Ward and seconded by Mr. O'Donnell to approve the October 19, 2017 minutes. Dr. Flores-Church and Ms. Murguia abstained. The minutes were approved as presented.

3. GUIDED PATHWAYS OVERVIEW

Mr. Fabish provided a presentation on The California Guided Pathways Project. He noted that this project would help 20 California community colleges implement an integrated, institution-wide approach to student success by creating structured educational experiences that support each student from point of entry to attainment of high-quality postsecondary credentials and careers. The committee reviewed the document and provided feedback.

4. BUDGET UPDATE

Mr. Lopez distributed 1st Quarter (as of September 30, 2017) budget to actuals summary for the unrestricted general fund. He highlighted the following:

- The salaries reflect expenditures for only two months because of the payroll schedule. At the end of the fiscal year, the County double posts for the month of June to accurately reflect fiscal year salaries.

- The college has a history of spending supply/equipment accounts more towards the end of the fiscal year. He encouraged staff to purchase these items sooner than later, instead of waiting until the end of the fiscal year.
- The amount of $479,004.00 in transfers/others reflects the amount paid by the college for property and liability. He noted that this amount was normally paid through the college's general fund. A separate account string for self-insurance has been set up to pay the college's property and liability premium, along with any claims against the district in which we are at fault.

5. ITEMS FROM THE FLOOR

Ms. Lewellen inquired as to when the two unions would be notified of the Golden Handshake. Mr. Lopez replied that Executive Council is reviewing the information and that the unions would be notified in November.

Dr. DeLong requested clarification regarding the Integrated Planning document and if it was coming back to Planning and Budget. Ms. Lewellen replied that there will be an electronic vote sent out to approve what changes have been made once it goes through Faculty Senate and Coordinating Committee.

6. NEXT MEETING – NOVEMBER 16, 2017

The next meeting is scheduled for November 16, 2017

7. ADJOURNMENT

The meeting was adjourned at 2:52 p.m.

Student Success and Support Committee Meeting
Minutes
Wednesday, October 25th, 2017

Attendees:

Kristi Blackburn, Renée DeLong, Quinn Doan, Nayeli Duenas, Lorraine Gersitz, Terri Lopez, Mark Olagul Jennifer Palma, Liz Page, Ashley Redix, Edward Rother , Yvette Tafoya, Graciela Vasquez ,Albert Wilmovsky,

Handouts

- 2017-2019 SSSP- SEP- BI Integrated Plan
- Integrated Plan Timeline
- Email from Jean(Johnny) Rodriguez
- Resources Survey Questions
- Do You Feel Safe in the LRC?

❖ **SSSP-SEP-BI Integrated Plan** o Please see handout #1- 2017-2019 SSSP-SEP-BI Integrated Plan Integrated Plan o Please see handout # 2 – Integrated Plan Timeline • The purpose of the Integrated Plan is to identify goals that stretch out to all 3 plans. • A lot of the efforts were overlapping in with all 3 programs. • All 3 programs will still have their own funding and the plan will be till 2019. • Handout #1 is color coded – blue is for the questions we have answered and yellow is still being worked on/in progress. • The committee went over the plan together with a focus on page 10 and on which included the plans goals. • The deadline has been changed to January 31st, 2018. • If there is anything that anyone would like to add please email Shawna. o Discussion ▪ What about the budget? Will the committee have the opportunity to discuss the budget? Last year the SSSP budget had an overrun. ▪ We don't want to do more with less. ▪ We want to get things back into the student's hands that were removed. ▪ We just received the P1 Allocation of 2.8 million.	Shawna Baskette
❖ **Comprehensive list of services for students across campus** o We are working on making a website page where students could have access to a list of all the resources across campus. o Johnny Rodriguez will be the contact person for this as well as Lorraine Gersitz. o Once the webpage is completed Shawna will contact IT to add this to the home page. o ASCC contacted Johnny Rodriguez to get s list started as well. o Please email us your webpage link or resources your department provides. o Discussion	Lorraine Gersitz

▪ Let's add information that we can give non-credit students. Can they receive everything that is listed? • For example- Picture ID students have to pay for it. ▪ Let's find a way to promote the college. Maybe include the link on the Facebook page.	
❖ **LRC Safe Survey Results** o A survey was created to ask students if they felt safe in the LRC. o We set up tables across the LRC in different locations. o The tables included IPADs where the students could take their survey. o 450 or so students participated in the survey the first week. o The results are in: ▪ Did you feel safe? 96.28 said yes and 3.72 said they didn't feel safe. ▪ Some of the reason students didn't feel safe were – napping in the library, couldn't find a gender neutral bathroom, dim lighting and fear of belongings being stolen. ▪ Assistance from employees – average rating of 4.55 stars / 95.6% were satisfied and 2.75% were neither satisfied nor dissatisfied. ▪ Discussion – How about using a survey for students that are in the Health Occupation and Skill Labs area? A lot of our students who take classes around that area are night students and it would be interesting to see the results.	Renée DeLong
Items from the floor ▪ Could we change our next meeting date from Nov 29th to Dec 6th ? ▪ We will send out a survey to see which date the committee prefers. ▪ There is a new lab in the MRC that is being used a lot for orientations.	

Recommendations
Community Colleges

To ensure that they are fulfilling requests for alternate media services from students with disabilities in a timely manner, by June 2018, Cerritos should each establish procedures for monitoring its timeliness in responding to such requests so that it can periodically review its performance in completing the requests. Specifically, Cerritos should record and track sufficient information to be able to review how long they take to complete requests.

Response to the recommendation
To the existing official DSPS Excel spreadsheet, titled "Alternate Media Tracking Spreadsheet" currently documenting the date student request was received and the date alternate media conversion was completed and material ready for student pick-up, a column will be added delineating:

- type of alternate format of the final production format (Braille, MP3, enlarged print, PDF or other type needed for accessibility);
- length of class (9-week/other short-term, semester-length, summer intersession); and,
- the number, mean, median, and mode of days elapsed between receipt of student request and completion of student request, including for tiered requests wherein a student may, in effect, have two or more request dates for a class, time will be calculated as specified (number, mean, median, mode of elapsed days) .

A Performance Review Team will meet at least each primary term and intersession to review the performance data. Based on the data, the team will identify improvements as needed. The Team will be comprised of the Senior Accessibility Compliance Specialist, a DSPS staff member handling alternate media production, a DSPS faculty member, and the Team convener and chair will be the Dean of Disabled Student Programs and Services.

Recommendation
To ensure that they promptly address any complaints they receive related to web accessibility and alternate media requests, by June 2018, Cerritos should each establish procedures for tracking and reviewing complaints received related to accessibility and addressing complaints in a timely fashion.

Response to the recommendation
The college's existing student conduct, grievance, concern, or Title IX report submission and case management SaaS, Maxient, will be expanded to include a category or categories for web accessibility- and alternate media request-related complaints. This will include (a) customized form(s), confidential electronic routing to appropriate personnel (Dean of DSPS for student concerns not against DSPS) or the Director, Diversity, Compliance, and Title IX Coordinator who will, as applicable, review, track, and manage or refer the matter to the responsible personnel (e.g., for web accessibility, to the Director, College Relations, Public Affairs, and Government Relations). Complaints related to personnel or confidential employee information will be routed to a separate database maintained by Human Resources. The rerouting of these complaints will be noted in the Maxient file. Maxient provides a robust complaint tracking

solution that will be employed and it supports effective, confidential review for ensuring timely addressing of complaints.

Recommendation
To ensure that students with disabilities have equal access to instructional materials, by June 2018, Cerritos should each develop procedures to monitor and periodically review the accessibility of instructional materials. For example, the college could develop an accessibility checklist for instructors to complete when developing or selecting instructional materials, from which the college could periodically review a sample of course content to ensure instructors completed the checklist and that the instructional materials comply with accessibility standards.

Response to the recommendation
Cerritos College will work with faculty senate in order to develop an accessibility checklist for instructors to complete when developing or selecting instructional materials. This checklist will include:

1) *Visual materials are accessible?* Provide alternative text for images. Alternative text (or alt text) ensures that images are still accessible for people who are blind because their screen reader will read the alt text aloud for any images.
2) *Audio materials accessible?* Provide a text transcript for audio files. Text transcripts make audio information accessible to people who are deaf or hard of hearing. Closed captioning will allow learners to read the audio portion of videos.
3) *Course software must allow for keyboard input?* Allow all functionality via a keyboard. Providing the option for complete keyboard control gives learners who cannot use a mouse the opportunity to use assistive technologies that mimic the keyboard, such as speech input.
4) *Does my authoring tool support accessibility?* Choose an authoring tool that supports accessibility. This will make it easier for you, as a faculty, to make your course accessible to all your learners.
5) *What feedback have I received?* Incorporate user testing into your development process. Getting frequent feedback as you're creating your course will allow you to fix any areas that aren't accessible.

Periodic random monitoring will be facilitated by the Universal Access Committee to ensure instructional materials comply with accessibility standards.

Recommendation
To ensure that all instructors are aware of the accessibility standards for instructional materials, Cerritos should each include in their next collective bargaining negotiations a requirement for instructors to periodically attend accessibility trainings.

Response to the recommendation

Cerritos College will work collaboratively with the official representatives of the College's constituent groups to provide new and current employees training on universal access. This includes, but is not limited to awareness of Board Policy and Administrative Procedure 3411, embedded training during the onboarding process and periodically offer universal access training for flex credit.

Furthermore, Cerritos College will work with the Universal Access Task Force to make available tools, tips, tutorials, and guidelines to all employees to ensure that accessibility is considered at the time of adoption of instructional materials and purchase of information technology products.

Recommendations
Districts and Community Colleges

To ensure the consistent, transparent, and continuous implementation of processes for technology equipment upgrades and replacements, by June 2018, Cerritos should each establish written procedures for these processes.

Response to the recommendation
Cerritos College will update and revise its current technology equipment replacement plan to include written procedures and expand the plan to include equipment within the data center and classroom technology equipment.

Recommendation
To ensure that its technology master plan supports the strategic goals of the district, by June 2018, Cerritos should continue its efforts to update its master plan and should ensure that the plan includes detailed steps to accomplish its goals.

Response to the recommendation
Cerritos College has recently completed and approved its Educational Master Plan (2017-2023). The College is currently working on a request for qualifications (RFQ) in order to update both its Facilities Master Plan and Technology Master with the hopes of integrating both of these plans.

Recommendation
To increase transparency in their annual review processes, by June 2018, Cerritos should each establish procedures requiring their departments to document attendees, input received, and the agreements reaching during meetings to consider instructional technology equipment requests.

Response to the recommendation
In order to increase transparency in the annual planning/review process, Cerritos College will establish a process that will necessitate meeting minutes at both the department and division level where agreements were reached regarding instructional technology equipment.

The annual planning process is well defined starting with department chairs filling out annual Unit Plans. These plans are completed in Program Review Plus, locally developed software. Unit plans are developed by first reviewing program review evidence/data in order to identify Strengths, Weaknesses, Opportunities, or Threats (SWOT). After the department completes the SWOT analysis, the unit sets goals. Activities are then determined by the department to accomplish the goals, which may require resources for personnel, software, equipment, etc. Department meeting minutes will be provided to the division office documenting these discussions. The next several steps in the resource allocation process reinforce the importance of dialogue in decision-making processes at Cerritos College.

Unit plans are submitted to the responsible administrator for the Division (Dean/ Director). This begins the development of the Division Plan. The division manager will review the Unit Plans submitted and build the Division plan from the contents submitted from the Units; and add Division needs identified through the program review process for non-instructional/administrative offices. Deans will be able to reference this discussion by documenting division level dialogue during their monthly division meeting. Division meeting minutes, along with department meeting minutes, will be available for review by the Vice President(s) of the area.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

David Fabish
Instructional Dean of Liberal Arts

SUBJECT: Information Item: Guided Pathways Work Plan

ACTION
It is recommended that the Board of Trustees receive and accept the Cerritos College Guided Pathways Work Plan.

FISCAL IMPACT
The District shall receive $2,429,000 from the State of California to participate in the California Community Colleges Guided Pathways Initiative. The funds will be distributed in five annual installments of $607,000 in 2018-19, $729,000 in 2019-20, $607,000 in 2020-21, $243,000 in 2021-22, and $243,000 in 2022-23.

REPORT SUMMARY
The 2017-18 California State Budget provided $150 million in one-time grants to seed the expansion of the Guided Pathways framework across the California Community colleges. The funds are intended to complement and augment existing financial support to build the Guided Pathways framework at Cerritos College.

Participating colleges were required to attend a Guided Pathways Workshop, submit a Guided Pathways Self-Assessment, and submit a Guided Pathways Work Plan. The Work Plan was developed by the Guided Pathways Exploratory Committee, with input from the college community. It is due to the Chancellor's Office on March 30, 2018.

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

ATTACHMENT(S)
Guided Pathways Work Plan

CERRITOS COLLEGE GUIDED PATHWAYS WORK PLAN: APRIL 2018 – AUGUST 2019

Inquiry: Engaging campus stakeholders in actionable research and with local data; creating consensus about main issues and broad solutions					
Key Elements of Self-Assessment (1-3)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
1. **Cross Functional Inquiry** - College constituents (including staff, faculty across disciplines and counselors, administrators, and students) examine research and local data on student success and discuss overarching strategies to improve student success. College engages in broad, deep and inclusive discussion and inquiry about the Guided Pathways approach, framework and evidence.	Pre-adoption	1. Identify the data and key performance indicators the college will rely upon; suggestions include using same metrics for EMP/Strat Plan/Triple Integrated plans. 2. Integrate "Guided Pathways" in all formal planning processes. 3. Assess IERP needs to support GP data development. 4. Allocate resources to ensure integrity and availability of data sources. 5. Assess personnel needs	• Planning and Budget Committee • Enrollment Management Committee • Institutional Program Review Committee • Annual Unit Planning (Program Review Plus) • IERP • SSC • Student Equity (SE) • Student Success and Support Programs (SSSP) • Basic Skills Initiative (BSI)	College constituencies have selected a set of data points, including the Key Performance Indicators (KPIs) identified by the California Guided Pathways Project. These data and indicators are used throughout the college's planning processes with explicit intention to improve student success through the Guided Pathways approach.	Scaling in Progress

Inquiry: Engaging campus stakeholders in actionable research and with local data; creating consensus about main issues and broad solutions					
Key Elements of Self-Assessment (1-3)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
2. **Shared Metrics** - College is using clearly identified benchmarks and student data to track progress on key activities and student academic and employment outcomes. Those benchmarks are shared across key initiatives.	Early Adoption	1. Assess personnel needs to provide support and develop as needed 2. Develop a set of shared KPI metrics	• Strong Workforce Program (SWP) • Basic Skills Initiative (BSI) • AED Non-credit to Credit • Student Equity (SE) • IERP	College constituencies have selected a set of data points, including the Key Performance Indicators (KPIs) identified by the California Guided Pathways Project. These data and indicators are used throughout the college's planning processes with explicit intention to improve student success through the Guided Pathways approach.	Scaling In Progress
3. **Integrated Planning** - College-wide discussions are happening with all stakeholders and support/commitment has been expressed by key stakeholders to utilize the Guided Pathways framework as an overarching structure for the college's main planning and resource allocation processes, leveraging existing initiatives and programs.	Early Adoption	1. Formally integrate "Guided Pathways" in all planning processes. 2. Seek and renew endorsements from stakeholders 3. Develop a process to assign a manager as the Guided Pathways Management Coordinator and faculty as the Faculty Coordinator. Then, make those assignments.	• Integrated Plan: SE/SSSP/BSI • IERP • Accreditation Processes • Instructional Program Review • Program Review Plus • Enrollment Management Committee • Planning and Budget Committee	College constituencies have selected a set of data points, including the Key Performance Indicators (KPIs) identified by the California Guided Pathways Project. These data and indicators are used throughout the college's planning processes with explicit intention to improve student success through the Guided Pathways approach.	Full Scale

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
4. **Inclusive Decision-Making Structures** - College has identified key leaders that represent diverse campus constituents to steer college-wide communication, input and decisions regarding the Guided Pathways framework. Constituents have developed transparent cross-functional work-teams to provide the Guided Pathways effort with momentum and regularly provide opportunities for broad college-wide input. In addition, this plan strategically engages college governance bodies college-wide.	Early Adoption	1. Establish work groups 2. Establish timelines and objectives for each group 3. Establish process for work groups to collaborate (cross functionality) 4. Share GP proposals with committees, the Senate, and the Board 5. Hold campus-wide forums at key crossroads in GP development 6. Develop a systematic way to recruit representative students to work groups 7. Created a Guided Pathways participatory governance committee	• IERP • Faculty Senate • CSEA • Shared Governance Practices • Coordinating Committee • Planning and Budget Committee • Dev Ed Committee • Multiple Measures Task Force	Cross-functional work teams meet on a regular basis to develop various aspects of the GP program. A permanent Guided Pathways participatory governance committee meets on a regular basis. Various committees engaged in planning consistently place Guided Pathways at the core of planning.	Scaling in Progress

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
5. **Intersegmental Alignment** - (Clarify the Path) College engages in systematic coordination with K-12, four-year institutions and industry partners to inform program requirements.	Scaling in Progress	**<u>K-12 Partnerships:</u>** 1. Cerritos Complete: • President/Board identify funds to support program expansion. • Build capacity campus-wide to support the high touch services that Cerritos Complete offers. • Consideration of expansion to other populations (private schools, adults in the community, non-credit etc.) 2. Articulation with K-12 Partners: • Creation of additional articulation agreements with high school partners. • Streamline process for students to receive Cerritos College credit. 3. Dual Enrollment • Develop and approve CCAP agreements with all service area school district partners. • Maximize enrollment in President's Scholars program. • Increase enrollment and pathways from high school to college.	**<u>K-12 Partnerships:</u>** 1. Cerritos Complete: • Matriculation Assistance during senior year. • Connection to specialized programs on campus, such as AIME, FYE, and DSPS. • Financial assistance. 2. Articulation with K-12 Partners: • Housed under one department (EPP). • CTE Transitions grant now directed by EPP • Career Pathways Specialist added to EPP using Strong Workforce Regional funds providing capacity to expand and develop new agreements • Articulation agreements used as a measure of college and career readiness on K-12 accountability dashboard is an opportunity for	**<u>K-12 Partnerships:</u>** 1. Cerritos Complete: • Funding secured to support expansion for future cohorts of students. • Increased number of high school students who enroll at Cerritos College from service-area districts. • Improved and expanded high touch services for all students. 2. Articulation with K-12 Partners: • Increased number of high school students received Cerritos College credit through credit by exam	Scaling in Progress

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
		• Discuss with high school students in dual enrollment classes about pathways at the college. 4. Teacher TRAC • Meet or exceed metrics established by two new grants (Strong Workforce/Education Futures) 5. Cerritos College "Front Door" • Identify and coordinate how partners access and communicate with the college. • Determine overlaps in planning documents (enrollment management, educational master plan, etc.) and look for shared opportunities. 6. Link the Cerritos Guided Pathways to the WICHE Interstate Passport. 7. Develop web-based and	growth. 3. Dual Enrollment • President's Scholars Academy • Dual enrollment classes offered in BUSD, ABCUSD, NLMUSD 4. Teacher TRAC • CSULB MOU • Articulation agreements with education pathways at high schools • Education Futures & Strong Workforce regional work • Cerritos Complete • AIME • Transfer Center • Associate Degrees for Transfer/Transfer Model Curriculum (ADT)* • Adult Education • Dual Enrollment 5. Cerritos College "Front Door" • School Relations trains student ambassadors to	3. Dual Enrollment • Increased number of high school students taking CCAP classes 4. Teacher TRAC • Increased the number of students enrolled in Teacher TRAC • Streamlined processes within the program with preschool, elementary, secondary and CTE Pathways • Students selecting meta-major of education participating in Teacher TRAC 5. Cerritos College "Front Door" • Alignment of front door and coordinated outreach efforts within the college.	

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
		print-based maps that guide students from the college to four-year institutions and to industry. 8. Continue to pursue curriculum development for new ADT's or AOE's (Areas of Emphasis) degrees.	share one hour presentations about the college, benefits and programs available. • Any K-12 school can request a presentation. Connect with high school counselors and staff: Senior Preview Day and Counselor Conference.	• Increased partnerships and visits to local high schools • Streamlined communication within the college and partners ability to access information. To support CTE students, students are provided with clear information about local industries. To support student transfer to four-year institutions, articulation officers and transfer center directors in our region meet monthly to discuss relevant issues. Also, regional representatives for community college articulation officers and transfer center directors meet 2 or 3 times a year at the community college Chancellor's Office to discuss issues of statewide interest and	

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
				concern. In addition, community colleges and 4-year articulation officers meet at least twice a year to discuss issues of common interest and concern. Articulation officers have an annual conference once a year.	
6. **Guided Major and Career Exploration** - (Help Students Choose and Enter a Pathway) College has structures in place to scale major and career exploration early on in a student's college experience.	Early Adoption	1. Develop informal inventory to integrate into the AOC process to help students identify interest patterns. 2. Link interest patterns to Guided Pathways Areas of Interest. 3. Link Areas of Interest to Paths link career and transfer options to pathways. 4. Explore viability of requiring COUN 101A or COUN 101B, or career exploration workshops, tutorials or DLAs be completed by the time students reach 15 degree-applicable units. 5. Standardize branding of guided pathways at Cerritos College across campus	• Career Center and Career Counseling • Assessment, Orientation Counseling (AOC) • Summer Connections • Summer Bridge • Career Exploration Workshops • Education Planning Workshops • SSSP • SWP • Admissions and Records • ASCC • Department Chairs and Faculty • My Cerritos student portal • CAL WORKS • DSPS Office	Career and major exploration is embedded in all Areas of Interest.	Scaling in Progress

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
			• Reentry Center		
7. **Improved Basic Skills** - (Help Students Choose and Enter a Pathway; Ensure Students are Learning) College is implementing evidence-based practices to increase access and success in college and/or transfer-level math and English.	Early Adoption	1. Implement Multiple Measures for math, English, reading, and ESL placements. 2. Develop and implement Self-Placement Tool in spring 2018. 3. Coordinate Cal-PASS tool with high schools, incorporate Cal-PASS transcript data into the Multiple Measures Placement Tool. 4. Pilot English Co-Requisite in spring 2018. 5. Implement English Co-requisite Fall 2018. 6. Pilot Math co-requisite in fall 2018. 7. Increase Math co-requisite offerings in spring 2019 with target of full implementation in fall 2019. 8. Develop Reading/Composition Course in Reading Department.	• MMAP Taskforce • BSI Committee • California Acceleration Project* • AIME • Math 5 Learning Community • Math Success Center • Embedded Tutors • Math Learning Center Semi-Independent Course with On-Demand Tutoring • iFALCON Student Success Workshops • Math, English, and ESL Workshops	Multiple measures that rely primarily on high school records are used to place students in English and math. Multiple measures that rely primarily on high school records are used to place students in English and math. All English remediation occurs in accelerated or co-requisite classes. Math develops co-requisite classes and begins implementing them. Most students complete transfer-level English within one year. A significantly higher number of students complete transfer-level math within one year, as compared to 2015-16 Cal-PASS data.	Scaling In Progress

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
8. **Clear Program Requirements** - (Clarify the Path) College is clarifying course sequences for programs of study (including key milestones) and creating predictable schedules so that students can know what they need to take, plan course schedules over an extended period of time, and easily see how close they are to completion. College offers courses to meet student demand. In order to meet these objectives, college is engaging in backwards design with desired core competencies and/or student outcomes in mind (including time-to-goal completion and enhanced access to relevant	Early Adoption	1. Develop Areas of Interest. 2. Programs and Department provide recommended course sequences, including recommended GE and elective courses for their majors. 3. Using interdisciplinary task forces, develop the physical and web-based maps that provide students with recommended paths for all certificate and degree programs. 4. Provide funding for the development and maintenance of a protocol or electronic tool to revise and keep pathway maps current when curricula is updated. 5. Utilize iFalcon to guide students to and through milestones 6. Develop and implement a system of tentatively scheduling two years in advance (backwards design) and of coordinating schedules between division based on student need to progress on path. 7. Implement campaign to	• AIME • PACT • Faculty and department chairs • Dashboard • iFalcon • ADT • Perkins • SWP • IERP • Enrollment Management Committee	1. Students enter one of 6 – 8 Areas of Interest 2. All students have resources that clearly explain diagram programs of study and that indicate key milestones they can use to monitor progress. 3. Faculty within each department and program have identified all required and recommend courses in each pathway. 4. Academic Affairs has developed a plan of course scheduling based on backward design and is in the process of implement that transition. This plan schedules courses two years in advance. 5. "Dashboard" functionality and	Scaling In Progress

Design: Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways					
Key Elements of Self-Assessment (4-8)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
transfer and career outcomes).		encourage students to use the Dashboard to monitor their progress through their pathway. 8. Assess workload needs in the areas of IT and Graphic Design to determine possible hiring needs. 9. Improve and Refine Dashboard 10. Identify Key Milestones, develop a system of tracking them, and integrate that into the Dashboard.		accessibility is improved	

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
9. **Proactive and Integrated Student Supports** - (Help Students Stay on the Path) College provides academic and non-academic support services in a way that is proactive and aligned with	Full Scale	Continue to provide and assess support services. Improve and expand services based on outcomes data, assessment, and student needs.	• SSSP • BSI • Student Equity • Student Success Center • Library • Counseling Services • EOPS • Financial Aid • LINC	Appropriate college committees and departments assess academic and non-academic support. Where and if appropriate, these committees develop enhancements or modifications to these support services.	Full Scale

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
instruction, so that all students are explicitly engaged in these services.			• CalWORKs • Office of International Student Services • Re-Entry Student Services • Student Health Services • Transfer Center • Veteran's Resource Center • Career Services • DSPS		
10. **Integrated Technology Infrastructure** - (Help Students Choose and Enter a Pathway; Help Students Stay on the Path) College has the technology infrastructure to provide tools for students as well as instructional, counseling, and student support faculty and staff to support planning, tracking, and outcomes for Guided Pathways.	Pre-Adoption	1. Improve Dashboard 2. Provide Degree Audit Training 3. Bring FA Course Audit into full implementation 4. Use iFalcon and SSC to provide guidance and training to students 5. Research tools and/or methods for an Early Alert system, and explore whether Canvas can be a part of it.	• Online ADT Committee • OER Initiative • Technology-Based Learning Committee • Center for Teaching Excellence (CTX) • IT • IERP	The college, in collaboration with other colleges, assesses technological tools to provide tracking tools. The Information Technology department assesses infrastructure status and needs necessary to support tracking. The Dashboard is made easily accessible and easy to use within mycerritos	Early Adoption

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
11. **Strategic Professional Development** - (Help Students Stay on the Path; Ensure Students are Learning) Professional Development (PD) is strategically, frequently, and consistently offered for staff, faculty and administrators and aligned with the college's strategic goals, needs and priorities identified in integrated plans, program review, and other intentional processes.	Full Scale	Develop training that will help support Guided Pathways: 1. Degree Audit 2. Scheduling through Backward Design 3. Incorporating Guided Pathways in Annual Unit Plans 4. Using Canvas in an Early Alert system	• CTX • Human Resources (HR) • IERP	The CTX and the staff development office in HR offers professional development that helps develop Guided Pathways.	Full Scale
12. **Aligned Learning Outcomes** - (Ensure Students are Learning) Learning outcomes are aligned with the requirements targeted by each program and across all levels (i.e., course, program, institutional) to ensure students' success in subsequent educational,	Scaling In Progress	Develop a process to ensure that CSLOs, PSLOs, AND ISLOs are assessed, analyzed and reported annually	• ADT • SWP • SLO Committee • Instructional Program Review (IPR)	The Institution has well defined and communicated ISLOs which are mapped to PSLOs and/or CSLOs. All departments have current and relevant PSLOs and CSLOs which are consistently assessed. A reporting system exists to provide annual assessment results for use in the Program Review process. The Institution uses these reports for near-term and for strategic planning.	Full-Scale

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
employment, and career goals.					
13. **Assessing and Documenting Learning** - (Ensure Students are Learning) The college tracks attainment of learning outcomes and that information is easily accessible to students and faculty. Consistent and ongoing assessment of learning is taking place to assess whether students are mastering learning outcomes and building skills across each program and using results of learning outcomes assessment to improve the effectiveness of instruction in their programs.	Scaling In Progress	Refine eLumen to increase ease of use and to make findings accessible to students and faculty. Continue revisions to training manuals.	• CTX • Accreditation • SLO Committee • IPR	CSLOs, PSLOs and ISLOs are assessed on a consistent and ongoing basis. Reports of assessment results are used by all faculty, managers and administrators to develop improvement plans. Improvement plans are implemented in a timely manner.	Scaling in Progress
14. **Applied Learning Outcomes** - (Ensure Students are Learning) Students have ample opportunity for applied/contextualized	Scaling In Progress	1. Examine the Learning Communities Model to see how it could be utilized/modified as one way to bring	• Learning Communities • SWP	• Groundwork is laid for integration of Service Learning within the first 30 units, to be implemented in fall	Scaling In Progress

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
learning and practice. Opportunities have been coordinated strategically within and/or amongst programs.		contextualized learning to areas outside of CTE a. Align sequence of English composition courses with Pathways/Areas of Study to incorporate applied learning opportunities b. Align sequence of Math courses with Pathways/Areas of Study to incorporate applied learning opportunities c. Align sequence of Reading courses with Pathways/Areas of Study to incorporate applied learning opportunities 2. Add a transfer level math class for Liberal and Fine Arts 3. Explore and pilot Service Learning activities that align with Pathways/Areas of Study that		2019. • Four math tracks are developed as assigned to appropriate areas of study, to be implemented in fall 2019. • Sections of English 100 and 103 are designated for specific pathways, to be implemented in fall 2019. • Courses that fulfill critical thinking requirements are aligned with specific pathways, to be implemented in fall 2019. • The Learning Communities model is assessed for modification and utilization of Guided Pathways. Recommendation is made in spring 2018.	

Implementation: Adapting and implementing the key practices and components of Guided Pathways to meet student needs at scale					
Key Elements of Self-Assessment (9-14)	**Current Scale of Adoption**	Outline **plan** for <u>each</u> self-assessment element that will be addressed in this time period.	What **existing efforts or initiatives** (if any) will be aligned and integrated to make progress on this element?	**Outcomes**: Indicate what success will look like as a result of these efforts.	**Anticipated Change in Scale of Adoption During Timeframe**
		incorporate applied/contextualized learning opportunities			

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: Consideration of Approval of Sabbatical Leave Reports for 2016-2017 Academic Year

ACTION
It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2016-2017 Academic Year.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Board of Trustees approved sabbatical leaves of absence for the following:

Lydia Alvarez	2016-2017 Academic Year	100%
Froylan Cabuto	2016-2017 Academic Year	100%
Edward Heckerman	2016-2017 Academic Year	100%

Per Article 27.18 in the 2015-2018 CCFF collective bargaining agreement, each employee returning from sabbatical is required to file a typed report verifying how the Sabbatical Leave Agreement was met. The reports are submitted to the Sabbatical Leave Committee for review and acceptance. The accepted reports are forwarded to the Faculty Senate, Vice President of Academic Affairs, and the President/Superintendent for review. The reports are then presented to the Board of Trustees for review and final approval.

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

ATTACHMENT(S)
Sabbatical Leave Reports for 2016-2017
Board Policy 7220

7220 SABBATICAL LEAVE

7220.1 Purpose of Leave
(Discretionary Education Code Section 87767)

Sabbatical leave-of-absence is a privilege accorded to academic employees for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other creative activity. The ultimate objectives of sabbatical leaves are the enhancement of service to Cerritos College and to increase its distinction. The sabbatical leave-of-absence is not an earned right, but it is a privilege, which may be granted by the Board of Trustees. It is expected, therefore, that applications will be accompanied by a statement of a program which the applicant proposes to follow while on leave, that on return to regular duty, the employee will submit a typed report on the results of the leave as a record of professional growth and for retention in the College files.

7220.2 Service Eligibility
(Discretionary Education Code Section 87768)

An applicant for sabbatical leave must have rendered service in a contract or regular academic position in the Cerritos Community College District for at least six consecutive years immediately preceding the Sabbatical leave. A leave-of-absence, except a sabbatical leave, does not count as a break in continuity of service for purpose of sabbatical leave consideration. However, any such absence shall not be included as service except as stated in Education Code Section 87768.

7220.3 Length of Leave and Compensation
(Discretionary Education Code Sections 87767 and 87769)

For purposes of length of sabbatical leave, all academic school month employees shall be eligible after serving six consecutive years for a semester leave (five school months) or a school year (ten school months) at 70% of contract salary. All academic school month employees shall be eligible after serving ten consecutive years for a semester leave (five school months) or a school year (ten school months) at 100% of contract salary. All academic calendar month employees shall be eligible after serving six consecutive years for a semester leave (five calendar months) or a school year leave (ten calendar months) at 70% of contract salary. All academic calendar month employees shall be eligible after serving ten consecutive years for a semester leave (five calendar months) or a school year leave (ten calendar months) at 100% of contract salary.

7220.4 Payment of State Teachers' Retirement System
(Discretionary Education Code Sections 22801 and 22803)

When an employee elects to pay to the retirement system his/her regular contribution on the remaining 30% of his/her contract salary during his/her Sabbatical Leave, the District will pay the employer and state costs for the employee. The employee on 70% sabbatical leave must notify the Payroll Department before he/she starts paying his/her monthly installments or making a lump sum payment.

7220.5 Service Credit for Sabbatical Leave
(Discretionary Education Code Section 22902)

Service credit for sabbatical leave can be arranged through the State Teachers' Retirement System, Records and Statistics Division, Verification Section, in accordance with the provisions of Education Code Section 22902. Inquiries regarding sabbatical leave service and payment thereof should be directed to that office.

7220.6 Health and Welfare
(Discretionary Education Code Section 87769)

The District will continue the District-paid health and welfare benefits as if the employee were being paid full contract salary.

7220.7 Number of Leave(s)
(Discretionary Education Code Section 70902)

The maximum number of sabbatical leaves granted in any one year shall not exceed five percent of the full-time academic employees. The maximum number of one-year sabbatical leaves will be limited to three percent of the full-time academic employees.

7220.8 Application for Leave
(Discretionary Education Code Section 70902)

Applications for a sabbatical leave must be filed with the Vice President of Academic Affairs by the deadline established by the Sabbatical Leave Committee. The Sabbatical Leave Committee, a standing committee of the Faculty Senate, will screen applications and make their recommendations to the Faculty Senate. Upon approval of the Faculty Senate, applications will be forwarded to the Vice President of Academic Affairs and the President/Superintendent for further consideration. In the event that the five percent quota is not met, other qualified employees

should be notified by the Committee. These persons may then apply for a sabbatical leave up to the deadline established by the Sabbatical Leave Committee. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity to improve his/her plan and resubmit his/her application within the designated timelines established by the Committee. In addition to the academic employees who are granted sabbatical leaves of absence during one year, a list of academic employees will be established each year to be alternates in the event of a change of plans by the approved applicants.

7220.9 Report on Sabbatical
(Discretionary Education Code 87769)

Each employee returning from leave shall file a typed report within one semester after returning from sabbatical with the Sabbatical Leave Committee for acceptance. Accepted reports will be submitted to the Vice President of Academic Affairs for his/her approval. The Vice President of Academic Affairs will then forward the approved reports to the President/Superintendent for approval. The President/Superintendent will then forward the approved reports to the Board of Trustees for their approval. Where formal college credit has been earned during the leave, an official transcript will be provided for the Sabbatical Leave Committee. The Committee will forward the transcript to the Vice President of Academic Affairs. The Vice President of Academic Affairs will then forward the official transcript to the President/Superintendent. The President/Superintendent will then forward the official transcript to the Personnel Services Office for placement in the individual's personnel file.

7220.10 Return to Service
(Required Education Code Sections 87770 and 87774)

At the expiration of the leave-of-absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of granting of leave-of-absence. If an employee completed a one year sabbatical, he/she must render two additional years of service to the District. If an employee completed a one semester sabbatical, he/she must render one additional year of service to the District.

7220.11 Salary Increase
Discretionary Education Code Section 70902)

Sabbatical leaves shall be considered as regular service to the District for purposes of advancement on the salary schedule.

7220.12 Method of Payment
(Required Education Code Section 87770)

The compensation shall be paid the employee while on sabbatical leave in the same manner as when the employee is on his/her regular contract with the District upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two years' service in the employ of the District following the return of the employee from a two semester leave or at least one year of service following return from a one semester leave. The bond shall be exonerated in the event that the failure of the employee to return and render the required service is caused by the death or physical or mental disability of the employee which precludes such service. If the Board of Trustees finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render the required service therein following his/her return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

7220.13 Illness or Accident Provision
(Discretionary Education Code Section 87769)

Interruption of the program caused by a serious illness or accident during a sabbatical leave, evidence of which is satisfactory to the District, shall not prejudice an employee regarding the fulfillment of the conditions on which the leave was granted nor affect the amount of compensation to be paid such employee under the terms of the sabbatical leave. However, the President/Superintendent or his/her designee must be notified in writing within 15 days of such illness or accident.

7220.14 Other Provisions
(Discretionary Education Code Section 87769)

In the event of any other circumstances which prevent the employee from completing the requirements of his/her leave, he/she must notify the President/Superintendent or designee immediately in writing.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

SUBJECT:	**Consideration of Ratification of Academic Calendar for the 2017-2018 Fiscal Year**

ACTION
It is recommended that the Board of Trustees ratify the attached 2017-2018 Academic Calendar.

FISCAL IMPACT
There is no fiscal impact.

REPORT SUMMARY
It is the responsibility of the Office of Academic Affairs to prepare the academic calendar which shall include the number of days that define an academic year (traditionally, 175 days of instruction and evaluation), flexible calendar options, if any, processes for determining the academic calendar, and holidays, which include:

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (Third Monday in January)
- Lincoln Day (February 12 or as allowable by Education Code, Section 79020)
- Washington Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11 or as allowable by Education Code, Section 79020)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Other holidays, including Board of Trustees-declared holidays.

In accordance to Board Policy 4010 Academic Calendar, the President/Superintendent shall submit the academic calendar to the Board of Trustees for adoption after it has been prepared in consultation with the appropriate groups.

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

ATTACHMENT(S)
Academic Calendar for the 2017-2018 Fiscal Year

Cerritos College • Academic Calendar 2017-2018

May 2017

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Legend

- Semester/Session Start Days
- Semester/Session End Days
- Closed Campus/Holidays
- Open Campus, No Instruction

SUMMER SESSION – 2017

May 22 – August 11

May 29	Memorial Day
July 4	Independence Day

FALL SEMESTER – 2017

August 14 – December 15

August 14 – October 13	First 9-Week Session
September 4	Labor Day
September 5 – December 15	15-Week Session
October 16 – December 15	Second 9-Week Session
November 10	Veteran's Day
November 23 – 24	Thanksgiving Holiday
November 25 – 26	No Instruction
December 9 – 15	Final Exams

SPRING SEMESTER – 2018

January 8 – May 18

January 2 – 5	Flex Week
January 8 – March 9	First 9-Week Session
January 15	Martin Luther King, Jr.'s Birthday
January 29 – May 18	15-Week Session
February 16	Lincoln's Birthday
February 17 – 18	No Instruction
February 19	Washington's Birthday
March 12 – March 18	Spring Recess
March 19– May 18	Second 9-Week Session
May 12 – 18	Final Exams

SUMMER SESSION – 2018

May 21 – August 10

May 28	Memorial Day
July 4	Independence Day

For more information regarding specific session/semester dates, click Session Dates.

Dates are subject to renegotiation if the District adopts a compressed calendar.

12/11/17

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 7, 2018**
Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

SUBJECT: **Consideration of Approval of Academic Calendar for the 2018-2019 Fiscal Year**

ACTION
It is recommended that the Board of Trustees approve the attached 2018-2019 Academic Calendar.

FISCAL IMPACT
There is no fiscal impact.

REPORT SUMMARY
It is the responsibility of the Office of Academic Affairs to prepare the academic calendar which shall include the number of days that define an academic year (traditionally, 175 days of instruction and evaluation), flexible calendar options, if any, processes for determining the academic calendar, and holidays, which include:

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (Third Monday in January)
- Lincoln Day (February 12 or as allowable by Education Code, Section 79020)
- Washington Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11 or as allowable by Education Code, Section 79020)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Other holidays, including Board of Trustees-declared holidays.

In accordance to Board Policy 4010 Academic Calendar, the President/Superintendent shall submit the academic calendar to the Board of Trustees for adoption after it has been prepared in consultation with the appropriate groups.

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

ATTACHMENT(S)
Academic Calendar for the 2018-2019 Fiscal Year

Cerritos College • Academic Calendar 2018-2019

May 2018

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Legend

- Semester/Session Start Days
- Semester/Session End Days
- Closed Campus/Holidays
- Open Campus, No Instruction

SUMMER SESSION – 2018

May 21 – August 10

May 28	Memorial Day
July 4	Independence Day

FALL SEMESTER – 2018

August 13 – December 14

August 13 – October 12	First 9-Week Session
September 3	Labor Day
September 4 – December 14	15-Week Session
October 15 – December 14	Second 9-Week Session
November 12	Veteran's Day
November 22 – 23	Thanksgiving Holiday
November 24 – 25	No Instruction
December 8 – 14	Final Exams

SPRING SEMESTER – 2019

January 14 – May 24

January 7 – 11	Flex Week
January 14 – March 15	First 9-Week Session
January 21	Martin Luther King, Jr.'s Birthday
February 4 – May 24	15-Week Session
February 15	Lincoln's Birthday
February 16 – 17	No Instruction
February 18	Washington's Birthday
March 18 – 24	Spring Recess
March 25 – May 24	Second 9-Week Session
May 18 – 24	Final Exams

SUMMER SESSION – 2019

May 28 – August 16

May 27	Memorial Day
July 4	Independence Day

For more information regarding specific session/semester dates, click Session Dates.

Dates are subject to renegotiation if the District adopts a compressed calendar.

12/11/17