

CERRITOS COLLEGE

BOARD BOOK

APRIL 5, 2017

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, April 5, 2017 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Carmen Avalos, Board Vice President
Trustee Area 2

Dr. Shin Liu, Board Clerk
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Dr. Jose Fierro
President/Superintendent

Martha Camacho-Rodriguez, Member
Trustee Area 1

John Paul Drayer, Member
Trustee Area 3

Marisa Perez, Member
Trustee Area 4

Karen F. Patron D.
Student Trustee

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

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

OPEN SESSION AGENDA

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

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

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

   The Board of Trustees will recognize David Ward, Theater Technical Design Specialist, as Classified Employee of the Month for February 2017.

6. **Information Item: Board Advisory Committee Activities Report**

   The Board of Trustees will receive a summary of Board advisory committee activities from the following:

   a. Bond Construction Advisory Committee

CONSENT CALENDAR ITEMS

Agenda Items 7-45 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.

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

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

8. **Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Spring 2017 (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve payment of stipends in the total amount of $7,275 to nursing faculty members for work which will be performed January 1, 2017 through June 30, 2017, as stipulated in – and funded by – the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The RFA # 1-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized in the amount of $7,275 for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

9. **Consideration of Approval of the Teacher Preparation Pipeline Grant (TPP) Faculty Stipends (Office of Academic Affairs)**

   It is recommended that the Board of Trustees approve individual stipends totaling $3,000 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the fall 2016 and spring 2017 semester. Funds from the Teacher Preparation Pipeline Grant in the amount of $3,000 will be utilized for this expenditure. No general funds will be used.

10. **Perkins Honorariums for Workshop Guest Speakers (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve grant honorariums for the 2016-2017 academic year. Perkins funds in the amount of $ 1,200 (1 workshop (4-hours) per individual @ $100) will be utilized for this expenditure. No district general funds will be used.

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

    It is recommended that the Board of Trustees approve grant honorariums for the guest speakers for the 2016-2017 academic year. Strong Workforce Program funds in the amount of $500 (1 workshop (4-hours) per individual @ $500) will be utilized for this expenditure. No district general funds will be used.

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

    It is recommended that the Board of Trustees approve grant honorariums for the guest speakers for the 2016-2017 academic year. Strong Workforce Program funds in the amount of $500 (1 workshop (4-hours) per individual @ $500) will be utilized for this expenditure. No district general funds will be used.

13. **Rejection of All Bids for Bid No. 16P008, Campus Fiber Upgrade - Bid Category 02 (Office of Business Services)**

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

14. **Ratification of Change Order No. 5 [Errors, Owner Added Scope], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 5 [Errors, Owner Added Scope] in the amount of $48,692 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 5 will be $48,692, increasing the contract amount to $3,548,301. Funding will be allocated from the GO Bond.

15. **Ratification of Change Order No. 6 [Errors, Unforeseen Conditions, Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 6 [Errors, Unforeseen Conditions, Agency Driven Changes] in the amount of $38,819 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 6 will be $38,819, increasing the contract amount to $3,587,120. Funding will be allocated from the GO Bond.

16. **Ratification of Change Order No. 7 [Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 7 [Agency Driven Changes] in the amount of $32,576 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 7 will be $32,576, increasing the contract amount to $3,619,696. Funding will be allocated from the GO Bond.

17. **Ratification of Change Order No. 8 [Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 8 [Agency Driven Changes] in the amount of $26,761 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 8 will be $26,761, increasing the contract amount to $3,646,457. Funding will be allocated from the GO Bond.

18. **Ratification of Change Order No. 9 [Owner Added Scope, Errors, Agency Driven Changes, Unforeseen Conditions], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 9 [Owner Added Scope, Errors, Agency Driven Changes, Unforeseen Conditions] in the amount of $55,160 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 9 will be $55,160, increasing the contract amount to $3,701,617. Funding will be allocated from the GO Bond.

19. **Ratification of Change Order No. 10 [Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 10 [Agency Driven Changes, Owner Added Scope] in the amount of $39,612 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 10 will be $39,612, increasing the contract amount to $3,741,229. Funding will be allocated from the GO Bond.

20. **Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of $12,129 for the Fine Arts-CIS/Math Building project. The deductive amount from Change Order No. 2 will be $12,129, decreasing the contract amount to $499,625. Funding will be re-allocated to the GO Bond.

21. **Agreement with KNN Public Finance LLC for Municipal Advisory Services (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Agreement with KNN Public Finance LLC for municipal advisory services. Funding will be provided from bond proceeds (cost of issuance) based on the type of financing.

22. **Award Independent Contractor Services Agreement with Vicenti, Lloyd & Stutzman LLP for Cerritos College's Independent Audit Services (Office of Business Services)**

    It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Vicenti, Lloyd & Stutzman LLP to conduct the District's annual independent audit and provide additional accounting/auditing services for Fiscal Year (FY) 16/17 and FY 17/18, with the option of three (3) one-year renewals for FY 18/19, FY 19/20, and FY 20/21 pursuant to Request for Proposals (RFP) No. 16C0138, Independent Audit Services. The not-to-exceed agreement shall be in the amounts as detailed below under the financial implications. Funding for the independent audit services will be allocated from the Fiscal Services Department and the appropriate GO Bond.

23. **Resolution No. 17-0405A Donation of Ceramics Equipment to Long Beach City College (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 17-0405A, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to Long Beach City College as a donation of the District's personal property. No general funds will be used.

24. **Resolution No. 17-0405D To Let Purchase Orders or Contracts with FieldTurf International, Inc. dba FieldTurf USA, Inc. via the California Multiple Award Schedules (CMAS) Contract Delivery Method for the Stadium Turf Replacement Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 17-0405D, authorizing Cerritos College to let purchase orders or contracts via the California Multiple Award Schedules (CMAS) contract delivery method to FieldTurf International, Inc. dba FieldTurf USA, Inc. ("FieldTurf"), to procure goods and services to implement the Stadium Turf Replacement Project. The total sum shall be for the not-to-exceed amount of $1,707,661. Funding for goods and services to implement the Stadium Turf Replacement Project will be allocated from the GO Bond.

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

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

26. **Purchase Orders for the Month of February 2017 (Office of Business Services)**

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

27. **Contracts Under $25,000 for the Month of February 2017 (Office of Business Services)**

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

28. **Agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Student Center (Office of Business Services)**

    It is recommended that the Board of Trustees approve the agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Student Center. The total contract sum shall be for a fixed fee of $33,950, plus a reimbursable amount of $2,000, for a total not-to-exceed amount of $35,950; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, CA.

29. **Agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Teleconference Center (Office of Business Services)**

    It is recommended that the Board of Trustees approve the agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Teleconference Center. The total contract sum shall be for a fixed fee of $29,400, plus a reimbursable amount of $2,000, for a total not-to-exceed amount of $31,400; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, CA.

30. **Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Atkinson, Andelson, Loya, Ruud & Romo for a variety of legal services.

31. **Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for Legal Services (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Liebert Cassidy Whitmore, a Professional Corporation for a variety of legal services.

32. **Master Agreement with Parker & Covert, LLP, a Professional Corporation for Legal Services (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Master Agreement with Parker & Covert, LLP, a Professional Corporation for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Parker & Covert, LLP, a Professional Corporation for a variety of legal services.

33. **Master Agreement with Public Agency Law Group for Legal Services**

It is recommended that the Board of Trustees approve the Master Agreement with Public Agency Law Group for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Public Agency Law Group for a variety of legal services.

34. **Agreement with Bill Carr Surveys, Inc. for Survey Services for the Health & Wellness Complex – Phase I (Office of Business Services)**

It is recommended that the Board of Trustees approve the agreement with Bill Carr Surveys, Inc. for Survey Services for the Health & Wellness Complex – Phase I. The total contract sum shall be in the not-to-exceed amount of $44,390; this amount will be funded from the GO Bond. Bill Carr Surveys, Inc. is headquartered in Orange, CA.

35. **Subgrantee Agreement with Rancho Santiago Community College District for the Strong Workforce Program – Regional Fund Agreement (Office of Academic Affairs)**

It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement allocated to Cerritos College. Cerritos College will receive funding in the amount of $469,000; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

36. **Agreement with Straight Talk for General Counseling Services (Office of Academic Affairs)**

It is recommended that the Board of Trustees approve the agreement with Straight Talk for General Counseling Services for students. The District will pay for services performed at a rate of $35 per hour, with such hours to be at the discretion of the Associate Dean of Student Health & Wellness. The total contract sum shall be in the amount not-to-exceed $43,594; funding will be allocated from the Student Health Services budget.

37. **Ratification of the Amendment to the Agreement with Ciber, Inc. for Services to Modify the Interface for Faculty Workload and Teaching Assignment Processes (Office of Academic Affairs)**

It is recommended that the Board of Trustees ratify the amendment to the agreement with Ciber, Inc. for services to modify the interface for faculty workload and teaching assignment processes. The total sum shall remain at the not-to-exceed amount of $400,000. Funding for the services to modify the interface for faculty workload and teaching assignment processes has been allocated from the Academic Affairs budget.

38. **Quarterly Fiscal Status Report for the Quarter Ending December 31, 2016 (Office of Business Services)**

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending December 31, 2016. This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

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

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

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

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel. No additional fiscal impact. This is budgeted in the General Fund.

41. **Consideration of Approval of Employment of Full-Time, Second-Year Contract (Probationary)**

Nicholas Matthews, Instructor (Forensics/Speech), Column B, Step 4, Faculty Salary Schedule ($67,973.00/annual), 10-School Month Contract, effective August 14, 2017

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

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

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

It is recommended that the Board of Trustees approve the attached request for reduced workload to 80% for 2017-2018, 2018-2019, and 2019-2020, and 60% for 2020-2021 and 2021-2022 prior to retirement for Ms. Bonnie Barrett effective for a period of five academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022. No additional financial effect. This is budgeted in the General Fund.

44. **Declare Unrepresented Employees' Salaries Indefinite for 2017-2018 Academic Year (Office of Human Resources)**

It is recommended that the Board of Trustees approve to declare all management; contract management; confidential; child development center teachers; short-term, substitute, and student hourly; community education hourly; and/or other unrepresented employees' salaries indefinite effective July 1, 2017, for the 2017-2018 fiscal year. No additional financial effect.

45. **Board Resolution #17-0405B, to Recognize the Week of May 21-27, 2017, as Classified School Employee Week in California, as Designated by the California School Employees Association and the California State Legislature (Office of Human Resources)**

    It is hereby recommended that the Board of Trustees adopt the attached Resolution #17-0405B, and designate the week of May 21 through May 27, 2017 as Classified School Employee Week, to recognize and honor the contributions of the classified professionals of the Cerritos Community College District. No additional financial impact.

46. **2017 Commencement Speaker – Ms. Michele Siqueiros (Office of Student Services)**

    It is recommended that the Board of Trustees approve Ms. Michele Siqueiros, President of the Campaign for College Opportunity, as the 2017 Cerritos College Commencement Speaker. It is also recommended that the Board of Trustees approve an honorarium of $500 to be made available, which will be funded by the District Commencement account.

INFORMATION ITEMS

Agenda Items 46-47 are presented as Information Items.

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

    The Board of Trustees will review the February 21, 2017 and March 6, 2017 College Coordinating Committee Minutes.

48. **Information Item: Associated Students Cerritos College (ASCC) Financial Report for the Period Ending December 31, 2016 (Office of Business Services)**

    The Board of Trustees will review the Associated Students Cerritos College (ASCC) Financial Report for the Period Ending December 31, 2016.

ADMINISTRATIVE MATTERS

Agenda Items 48-50 are presented as Administrative Matter Items. Each item will be considered for individual action by the Board of Trustees.

49. **Consideration of Approval of Sabbatical Leave Applicants for 2017-18 Academic Year (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve sabbatical leaves of absence for the following:

Kimberley Duff	100%	2017-18 Academic Year
Frank Gaik	100%	2017-18 Academic Year
Patty George	100%	2017-18 Academic Year
Lance Kayser	100%	2017-18 Academic Year

    The cost of replacing Sabbatical Leave applicants with part-time faculty to teach their regular loads is estimated to be $160,000.

50. **Consideration of Approval of Candidates for CCCT Board of Directors – 2017 (Office of the President)**

    It is recommended that the Board consider this item and determine a vote for each of the nine vacancies and authorize staff to forward the official ballot to the League office before the April 25 deadline. No financial impact.

51. **Board Member Vacancy (Office of the President)**

    It is recommended that the Board of Trustees consider the process to fill the board vacancy caused by the resignation of John Paul Drayer (Trustee Area 3) effective April 11, 2017.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

CLOSED SESSION WILL BEGIN NO LATER THAN 9:00 P.M. AND WILL LAST NO LONGER THAN ONE HOUR

52. **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)

53. **Reconvene to Open Session**

54. **Adjournment**

The Next Regular Meeting (Study Session) of the Board of Trustees is set for Wednesday, April 19, 2017 at 7:00 p.m.

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 29, 2017 at 10:00 a.m., as required by law.

_____

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 4

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

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

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

FISCAL IMPACT
No fiscal impact.

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

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

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

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

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 5

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 Ward, Theater Technical Design Specialist in Fine Arts/Theater, as Outstanding Classified/Confidential Employee of the Month for February 2017.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Outstanding Classified/Confidential Employee Selection Committee named David Ward as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for February 2017.

Dave began his career at Cerritos College in 1989 for the Fine Arts/Theater division.

If you have ever attended a theater production at Cerritos College, then you have seen Dave's excellent set designs. Dave helped to design the portable entertainment technology program, which allows students to directly step into the entertainment job market once they finish the program.

Dave volunteers his time to CSEA which has included being a job steward for 15 years, and a chief negotiator for 13 years. He has also held the positions of First Vice President and Second Vice President. He has met with over 100 employees to help them with reclassification, has served on several committees including, coordinating, planning and budget, and most recently joined the Hall of Fame committee in 2016.

Dave, 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: **April 5, 2017**
Agenda Item No. 7

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/ Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

ATTACHMENT(S)
New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of April 5, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Technology	MTT 72 - MasterCAM Multi-Axis Turning Units: 2.0 Class Hours: 2.0 Lecture/0 Laboratory Prerequisite: MTT 51 or MTT 59 or equivalent with a grade of "C" or higher or "Pass" Corequisite: None Recommendation: None	This class will instruct students in the utilization of Computer Numerical Control (CNC) programming software for multi-axis machines of the turning kind. The creation of this class is based on industry feedback. Most companies in Los Angeles and Orange counties now have at least one of those machines to reduce setup time and to allow overnight operation. The actual equipment has been obtained from grant funding.	February 9, 2017
New	Technology	MTT 97L — CNC Multi-Axis Turning Laboratory Units: 1.0 Class Hours: 0 Lecture/ 3.0 Laboratory Prerequisite: MTT 57 or equivalent with a grade of "C" or higher or "Pass" Corequisite: MTT 72 or equivalent or prior completion with a grade of "C" or higher or "Pass" Recommendation: None	The Machine Tool Technology department has been able to obtain multi-axis machines from grant funding. Students in this class will learn how to operate equipment safely on a semi-autonomous basis to gain entry level employment in jobs related to the industries employing those technicians. Students will get experience working on these newer machines that are now available in most shops in Los Angeles and Orange Counties.	February 9, 2017
New	Technology	MTT 110-Industrial Maintenance for Machine Tools Units: 2.0 Class Hours: 2.0 Lecture/ 0 Laboratory Prerequisite: None Corequisite: None	The Machine Tool Technology department has found out through our advisory committee meetings that a basic knowledge of industrial maintenance for machine tools is a real benefit for the career of our students. SCM Group has agreed to provide guest speakers and visits at their Carson facility for students participating in this class. This will also benefit students in the Woodworking Manufacturing Technologies department.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Recommendation: None		
New	Technology	MTT 120 - Fanuc Multi-Axis Robotics Units: 2.0 Class Hours: 2.0 Lecture/ 0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	With the increased use of automation in machine shops, robots are taking a major role in the work cell environment. Both milling machines and lathes are increasingly fed by automated systems. This class focuses on the FANUC interface for multi-axis robots. FANUC is one of the world leaders in robotics so the department chose that interface to increase the employment potential of our students.	February 9, 2017
New	Technology	WMT 205 — Veneering and Marquetry Units: 4.0 Class Hours: 2.5 Lectures/ 5.5 Laboratory Prerequisite: WMT 102 and WMT 103 or equivalent with a grade of "C" or higher or "Pass" Corequisite: None Recommendation: None	This course replaces both WMT 203 Wood Veneering and WMT 243 Advanced Wood Veneering by combining topics from both courses. Several years ago, WMT 243 was added to provide students experience in advanced veneering topics, including marquetry, parquetry, and inlay. The course was difficult to fill. That, in addition to WMT 203 being a little light on veneering content, provided the impetus to combine the courses. Students in WMT 205 will receive a challenging curriculum, with emphasis on several veneering topics beyond basic veneering.	February 9, 2017
New	Technology	WMT 245-Curved and Tapered Forms for Furniture Units: 4.0 Class Hours: 2.5 Lecture/ 5.5 Laboratory Prerequisite: WMT 102 and WMT 103 or equivalent with a grade of "C" or higher or "Pass" Corequisite: None Recommendation: None	This course replaces WMT 242, which was offered twice as a 3-unit class (2 hours lecture/4 hours lab). The number of hours in WMT 242 was not sufficient to adequately cover the topic and make the required project. The hours of WMT 245 are similar to most of the intermediate and advanced offerings in WMT. Because this course introduces complex machine woodworking techniques, students must have an intermediate level of experience with machine use and the joinery used in furniture and cabinet construction. WMT 102 and 103, which are intermediate furniture classes, provide that experience.	February 9, 2017
New	Technology	WMT 291-Production Cabinetmaking	This course provides students experience in designing, building, and installing a multiple-cabinet project in a real-	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Units: 4.0 Class Hours: 2.5 Lecture/ 5.5 Laboratory Prerequisite: MT 151 and one of the following: WMT 102, WMT 103, WMT 153, WMT 155, WMT 181, or WMT 250 or equivalent with a grade of "C" or higher or "Pass" or appropriate work experience Corequisite: None Recommendation: None	world setting. In addition, students gain experience working as a team, similar to what they would encounter on a typical cabinet job. This course replaces WMT 268A, which was a 5-unit course that covered a similar topic. In this course, the lecture/lab hours have been changed to more accurately reflect the hours involved, while saving students the cost of an additional unit (which is not insignificant for some students).	
New	Technology	WMT 292 -Production - Special Projects Units:4.0 Class Hours: 2.5 Lecture/ 5.5 Laboratory Prerequisite: WMT 151 and one of the following: WMT 102, WMT 103, WMT 153, WMT 155, WMT 181, or WMT 250 or equivalent with a grade of "C" or higher or "Pass" or appropriate work experience Corequisite: None Recommendation: None	This course provides students experience in designing, building, and installing a special project (conference table, library carrels, etc.) in a real-world setting. In addition, students gain experience working as a team, similar to what they would encounter on a typical cabinet job. This course replaces WMT 268C, which was a 5-unit course that covered a similar topic. In this course, the lecture/lab hours have been changed to more accurately reflect the hours involved, while saving students the cost of an additional unit (which is not insignificant for some students).	February 9, 2017
New	Adult Education	APP 40.05—IW-Advanced Welding III Units: 1.0 Hours: 0.56 Lecture/ 2.22 Laboratory	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: Student is a registered indentured apprentice. Corequisite: None Recommendation: None	apprentice has the proper education to become successful in the apprenticeship program.	
New	Adult Education	APP 40.07—FIW Orientation Units: 3.0 Hours: 3.33 Lecture/ 0.77 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.09—IW Gen Rigging Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.10—IW-Welding I-Reinforcing Units: 1.0 Hours: 0.56 Lecture/ 2.22 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	APP 40.11—IW- Welding II-Reinforcing Hours: 0.56 Lecture/ 2.22 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.12—IW-Reinforcing Iron I Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.15—IW-Post Tension I Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.21—IW-Structural Steel I Units: 2.0 Hours: 1.94 Lecture/ 0.83 Laboratory	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	
New	Adult Education	APP 40.22—IW-Cranes Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.26—IW-Metal Building Erection I/Foreman Training Units: 2.0 Hours: 2.0 Lecture/ 0.78 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP40.50—IW-Mixed Base-Reinforcing Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	APP 40.53—IW-Detailing/Reinforcing Iron Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP40.55—IWS-Reinforcing Foreman Training Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP40.56—Ironworker Training History Reinforcing Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.60—IW-Architectural and Ornamental I Units: 1.5	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Hours: 1.67 Lecture/ 1.11 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	
New	Adult Education	APP 40.61—IW-Structural Precast Concrete Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 40.63—IW-Structural Lead Hazard Units: 1.5 Hours: 1.78 Lecture/ 1 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 41.03—IW-Reinforcing II Units: 1.0 Hours:0.56 Lecture/ 2.22 Laboratory Prerequisite: Student is registered state indentured apprentice	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Corequisite: None Recommendation: None		
New	Adult Education	APP 41.04—IW-Architectural III Units: 1.5 Hours:1.66 Lecture/ 1.25 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP41.05—IW-Architectural II Units: 1.5 Hours: 1.66 Lecture/ 1.25a Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 41.06—IW-Structural Steel II Units: 1.5 Hours:1.94 Lecture/ 0.83 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 41.07—Post Intention Units: 2.0	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	
New	Adult Education	APP 41.08—IW-Post Tension III Units 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Adult Education	APP 41.09—IW-Welding III-Reinforcing Units: 2.0 Hours: 2.22 Lecture/ 0.56 Laboratory Prerequisite: Student is registered state indentured apprentice Corequisite: None Recommendation: None	This course of related and supplemental instruction that is required criteria for the Apprenticeship: Field Iron Workers Certificate of Achievement is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the apprenticeship program.	February 9, 2017
New	Business, Humanities, and Social Sciences	WS 105-Gender Studies and the Chicana/Latina Experience Units: 3.0 Hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ENGL 52, ENGL 72 or	Gender Studies and the Chicana/Latina Experience is a course that provides a foundation for interpreting aspects of gender in American society. This course is designed to present an interdisciplinary introduction to investigating the Chicana/Latina Experience in American culture, preparing students to analyze and comprehend diverse attitudes and views on gender, ethnicity, class, economics, political structures, etc. The skills developed and refined in this	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		ESL 152 or equivalent with a grade of "C" or higher, or "Pass," or completion of the English Placement Process with eligibility for ENGL 100. Corequisite: None Recommendation: Completion of READ 54 or READ 97 with a grade of "C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."	course prepare students to understand, appreciate, and assess different views found in today's global community. This intellectual experience can guide students to consider the way in which society influences, judges, and values individuals and groups of people based on the way in which they perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct masculinities will better our diverse society.	
New	Adult Education	AED 42.25-Supervised Occupational Skill Development Units: 0 Class Hours: 0 Lectures/ 6.0 Laboratory Prerequisite: Enrollment in a Career Technical Education (CTE) course Corequisite: None Recommendation: None	This course is designed to facilitate learning in Career and Technical Education (CTE) principles through mediated instruction. The goal of this course is to build a broad range of knowledge in basic job competencies and develop personal abilities in regard to specific CTE programs. This course is offered as an open entry/open exit course.	March 9, 2017
New	Health, Physical Education, Dance, and Athletics	KIN 205-Anatomical Movement Analysis Units: 3.0 Class Hours: 3.0 Lectures/ 0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Anatomical Movement Analysis is a course that will explore the human body as it relates to fitness and sports. There is an inherent commonality for all students in that regardless of race or ethnicity all bodies function similarly. What differs is cultural bias about the role, relevance, and appropriateness of physical activity, structured exercise, dance movement, and sport activity. This course will promote inclusiveness of all backgrounds and seek to utilize diverse examples and models when exploring human movement and function.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance, and Athletics	KIN 206A-Lower Extremity Injury Assessment and Reconditioning Units: 2.0 Class Hours: 1.0 Lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: KIN 205 Anatomical Movement Analysis	Lower Extremity Injury Assessment and Reconditioning is a course that will explore the human body as it relates to sport and fitness related injuries. There is an inherent commonality for all students in that regardless of race or ethnicity all bodies function similarly and the healing process is the same. What differs is experience and exposure to different types of movement, dance, sport, and types of daily physical activity. This course will promote inclusiveness of all backgrounds and seek to utilize diverse examples and models when exploring human movement and function.	March 9, 2017
New	Health, Physical Education, Dance, and Athletics	KIN 206B-Upper Extremity Injury Assessment and Reconditioning Units: 2.0 Class Hours: 1.0 Lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: KIN 205 – Anatomical Movement Analysis	Upper Extremity Injury Assessment and Reconditioning is a course that will explore the human body as it relates to sport and fitness related injuries. There is an inherent commonality for all students in that regardless of race or ethnicity all bodies function similarly and the healing process is the same. What differs is experience and exposure to different types of movement, dance, sport, and types of daily physical activity. This course will promote inclusiveness of all backgrounds and seek to utilize diverse examples and models when exploring human movement and function.	March 9, 2017
New	Health, Physical Education, Dance, and Athletics	KIN 110-Community First Aid and CPR Units: 3.0 Class Hours: 3.0 Lecture/ 0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This course introduces the skills required to provide basic life support in an emergency illness or injury. The course includes adult, infant and child CPR and First Aid. Upon successful completion of all tests, student will be issued an American Red Cross card for Community First Aid and CPR. (This course is not open to students who are currently enrolled in or have received credit for HED 110)	March 9, 2017
New	Technology	AUTO 105-Hydraulics and Pneumatics Units: 2.0 Class Hours: 1.5 Lecture/ 1.5 Laboratory	With the increased use of autonomous vehicles, students taking this class will be ready to fine tune the hydraulic and pneumatic subsystems to ensure proper operation. This class will focus on applications related to automotive systems. These systems are branded by different	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: None Corequisite: None Recommendation: None	manufacturers but all share the same operating principles. In this class, students will be able to utilize laboratory components that were obtained in an “enhancement fund” grant. Students interested in construction equipment such as forklifts will also be able to benefit from this class.	
New	Health, Physical Education, Dance, and Athletics	Exercise Science: Athletic Injury Management—Certificate of Achievement	Exercise Science: Athletic Injury Management is designed to prepare students to work in the allied health care industry. The required core courses provide students with academic preparation and skills required for employment as an aide to a physical therapist or athletic trainer, a coach, orthopedic sales rep, and various other allied health professions dealing with athletic injuries.	March 9, 2017
New	Health, Physical Education, Dance, and Athletics	Exercise Science: Fitness Trainer Certificate of Achievement	The Exercise Science: Fitness Trainer Certificate of Achievement is designed to prepare students to work in the fitness industry. The required core courses provide students with the academic preparation and skills required for employment as a Fitness Specialist and to prepare for several national certification exams. Students completing the certificate are well prepared to work in their field of choice while continuing their education.	March 9, 2017
New	Adult Education	Apprenticeship Field Ironworkers Structural—Certificate of Achievement	The goals and objectives of Cerritos College Adults Education Apprenticeship program are to provide quality education in preparing adults to obtain the necessary educational skills and training to successfully enter the workforce. Adult Education Apprenticeship programs assist students to gain the skills necessary to move into mainstream college programs and/or advance in the workforce. The Certificate of Achievement: Field Iron Workers will prepare the student to become a journeyman in the field iron workers trade. In today's workforce having an industry related certificate and journeyman license is required for employment in these positions. In addition, these workforce skills are necessary to maintain well-paying and sustainable jobs. Students must be a state indentured apprentice in order to qualify for the program.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	Apprenticeship Field Ironworkers Reinforcing—Certificate of Achievement	he goals and objectives of Cerritos College Adults Education Apprenticeship program are to provide quality education in preparing adults to obtain the necessary educational skills and training to successfully enter the workforce. Adult Education Apprenticeship programs assist students to gain the skills necessary to move to move into mainstream college programs and/or advance in the workforce. The Certificate of Achievement: Field Iron Workers will prepare the student to become a journeyman in the field iron workers trade. In today's workforce having an industry related certificate and journeyman license is required for employment in these positions. In addition, these workforce skills are necessary to maintain well-paying and sustainable jobs. Students must be a state indentured apprentice in order to qualify for the program.	February 9, 2017
Modification	Technology	WMT 184- Introduction To Digital Fabrication	This course introduces the student to Rhino3D software and its use in fabrication operations using computer controlled machines. Topics include CAD (Computer Aided Design) software operations, preparing files for use in various machines like CNC (Computer Numerical Control) routers, laser cutters, and 3D printers and integrating technology into an effective making practice. Emphasis is placed on design, planning, safety, and efficiency.	February 9, 2017
Modification	Technology	WMT 185- AlphaCAM for CNC Woodworking	Corequisite: WMT 186 or equivalent or prior completion with a grade of “C” or higher or “Pass”	February 9, 2017
Modification	Technology	WMT 186- CNC Router for Woodworking	Corequisite: WMT 185 or equivalent or previous completion with a grade of “C” or higher or “Pass”	February 9, 2017
Modification	Health, Physical Education, Dance, and Athletics	HED 110-Community First Aid and CPR	This course introduces the skills required to provide basic life support in an emergency illness or injury. The course includes adult, infant, and child CPR and First Aid. Upon successful completion of all tests, student will be issued an American Red Cross card for Community First Aid and CPR. (This course is not open to students who are currently enrolled in or have received credit for KIN 110).	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Description is being updated to reflect current Red Cross information and to add a cross listing with Kinesiology.	
Modification	Technology	Cabinetmaking Associate of Arts	This revision is being made to remove deactivated courses and new courses.	February 9, 2017
Modification	Technology	Furniture Making Associate of Arts	This revision is being made to remove deactivated courses and new courses.	February 9, 2017
Modification	Technology	Numerical Control Tool Programmer Option—Associate of Arts	MTT 170 and MTT 50 are being deleted to update changes made to the curriculum to incorporate NIMS certifications into the program. The department aligned the content of MTT 52, MTT 100, and MTI 57 to NIMS certifications and included CNC programming and calculations into these classes. This action removed the need to teach MTT 170, MTT 50, and MTT 60 as stand-alone classes. MTT 71 and MTT 72 are being added to the certificate requirements as most companies in Los Angeles County now have several multi-axis machines in their shops.	February 9, 2017
Modification	Business, Humanities, and Social Science	ACCT 270-Fundamentals of Auditing	This course covers the process of examining and evaluating financial conditions and records. It is designed to provide a basis for an opinion concerning the reliability of the records, as evidenced by a written audit report. Change prerequisite: ACCT 101 or equivalent with a grade of "C" or higher or "Pass" Remove "Formerly BUSA 270" from the description	February 9, 2017
Modification	Business, Humanities, and Social Science	ACCT 280-Advanced Accounting	Change prerequisite: ACCT 101 or equivalent with a grade of "C" or higher or "Pass" Remove "Formerly BUSA 280" from the description Adding Distance Education to this course	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Changing the prerequisite opens up this class to a much larger pool of potential students. The CPA licensing requirements have increased the number of accounting classes a candidate must take in order to qualify to sit for the exam. The licensing requirement does not require students to have taken the former prerequisite. The Accounting department changed from BUSA to ACCT in 2007, so the "Formerly BUSA 280" statement should have automatically been removed from the description after 3 years. Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	
Modification	Business, Humanities, and Social Science	ANTH 100-Cultural Anthropology	Reduce class size cap from 60 to 46 students	February 9, 2017
Modification	Business, Humanities, and Social Science	ANTH 115-Physical Anthropology	Reduce class size cap from 60 to 46 students	February 9, 2017
Modification	Business, Humanities, and Social Science	ANTH 200-Native Peoples of North America	Reduce class size cap from 60 to 46 students	February 9, 2017
Modification	Business, Humanities, and Social Science	PSYC 241-Introduction to Psychobiology	Adding Distance Education to this course Description change: This course is a study of the biology of behavior, covering cells and what they do; and the structure, function, and development of the nervous and hormone systems. It also covers sensory processes, the neurological basis of motivated and emotional behavior, along with a series of specific behavioral categories, such as pain, aggression, sleep, dreaming, sexual behavior and mental	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			illness. In addition, it explores the biological basis of the higher cerebral functions crucial to human beings as Homo Sapiens, learning, memory, intelligence, thought and language. Prerequisite change: PSYC 101 or equivalent with a grade of "C" or higher or "Pass" and READ 54 or READ 97 with a grade of "C" or higher or "Pass" or completion of the Reading Placement Process with a score of "Reading exempt."	
Modification	Business, Humanities, and Social Science	PSYC 245-Drugs and Behavior	Adding a distance education component to this class will increase access generally and create flexibility for students that have busy schedules.	February 9, 2017
Modification	Business, Humanities, and Social Science	PSYC 251-Developmental Psychology	Adding Distance Education to this course	February 9, 2017
Modification	Business, Humanities, and Social Science	PSYC 265-Psychology of Gender	Adding Distance Education to this course	February 9, 2017
Modification	Business, Humanities, and Social Science	PSYC 271-Abnormal Psychology	Adding Distance Education to this course	February 9, 2017
Modification	Technology	Plastics/Composite Tool Design —Associate in Arts	Removing deleted/deactivated courses and removing the term "Option" from the title.	March 9, 2017
Modification	Technology	Composite Manufacturing—Associate in Arts	Removing deactivated courses and removing the term "Option" from the title.	March 9, 2017
Modification	Technology	Composite Inspection—Associate in Arts	Removing deactivated courses and removing the term "Option" from the title.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	Plastic Manufacturing — Associate in Arts	Removing deactivated courses and removing the term "Option" from the title.	March 9, 2017
Modification	Health, Physical Education, Dance, and Athletics	Exercise Science: Fitness Specialist—Associate in Arts	The division has written a new Movement Analysis Course that we feel will serve non-transfer students well and improve program completers. This new course has been put in place of the Anatomy and Physiology course.	March 9, 2017
Modification	Health, Physical Education, Dance, and Athletics	Exercise Science: Athletic Trainer Aide—Associate in Arts	The division has written a new Movement Analysis Course that we feel will serve non-transfer students well and improve program completers. This new course has been put in place of the Anatomy and Physiology course. Additionally the Assessment and Reconditioning course has been split to focus on Upper Extremity and Lower Extremity content separately.	March 9, 2017
Modification	Technology	Cabinetmaking Certificate of Achievement	This revision is being made to remove deactivated courses and new courses.	February 9, 2017
Modification	Technology	Furniture Making Certificate of Achievement	This revision is being made to remove deactivated courses and new courses.	February 9, 2017
Modification	Technology	Numerical Control Tool Programmer Option Certificate of Achievement	MTT 170 and MTT 50 are being deleted to update changes made to the curriculum to incorporate NIMS certifications into the program. The department aligned the content of MTT 52, MTT 100, and MTT 57 to NIMS certifications and included CNC programming and calculations into these classes. This action removed the need to teach MTT 170, MTT 50, and MTT 60 as stand-alone classes. MTT 71 and MTT 72 are being added to the certificate requirements as most companies in Los Angeles County now have several multi-axis machines in their shops.	February 9, 2017
Modification	Business, Humanities, and Social Sciences	RE 101-Real Estate Principles	Update the description: This is a beginning course in real estate which introduces the student to real estate fundamentals and principles. Major topics covered are: history of real estate in California, contracts, agency, introduction to financing, deeds, liens and encumbrances, escrow and title insurance, land descriptions, and real estate	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			math. This course is statutorily required by the California Bureau of Real Estate for the Real Estate Salesperson's License, and is an elective for the Broker's License.	
Modification	Business, Humanities, and Social Sciences	RE 120- Real Estate Finance	Update description: This course is designed to be of assistance to real estate brokers, salesmen, college students majoring in real estate, and others who may have a special interest in real estate financing. Actual case illustrations demonstrating lending policies, problems, and risks involved in financing transactions in residential, apartment, commercial, and special purpose properties will be used. (Statutorily required by the Bureau of Real Estate for a the Real Estate Broker's License and can be used as an elective course for the Real Estate Salesperson's License.)	March 9, 2017
Modification	Business, Humanities, and Social Sciences	RE 125- Legal Aspects of Real Estate	Update description: This course is designed to be of material assistance to real estate licensees, college students majoring in real estate, and others interested in real estate. This is a practical, applied study of California real estate law intended to be of help in avoiding legal difficulties which can arise with real estate transactions. (Statutorily required by the Bureau of Real Estate for a Broker's License.)	March 9, 2017
Modification	Business, Humanities, and Social Sciences	RE 130- Real Estate Practice	Update description: This course is designed to acquaint the students with everyday real estate practice and to familiarize them with forms used in the real estate industry, as well as keep them abreast of the changing conditions in the real estate market, notably in lending, land utilization, and zoning. This course will inform the students of current selling practices, and techniques. (This course is statutorily required by the Bureau of Real Estate for a Real Estate Salesperson's License as well as required for a the Real Estate Broker's License.)	March 9, 2017
Modification	Business, Humanities, and Social Sciences	RE 151-Fundamentals of Escrow	Update description: This is a basic course covering the principles and fundamentals of escrow procedure, with emphasis on the duties and responsibilities of escrow personnel. Students will understand why escrow is a means	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			of facilitating the transfer of property and for protection of the interests of the principals. This is a background course for real estate students and a prerequisite for more advanced courses in escrow. This course may be taken as an elective course for the Real Estate Salesperson's License and for a Real Estate Broker's License.	
Modification	Business, Humanities, and Social Sciences	WS 109-Philosophy of the Body, Feminism, and Gender	Reduce class size from 40 to 30 students. Prerequisite: Completion of ENGL 52, ENGL 72, ESL 152 or equivalent with a grade of "C" or higher or "Pass", or completion of the English Placement Process with eligibility for ENGL 100.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 105-Philosophy of Art and Beauty	Prerequisite: Satisfactory completion of English Placement Process or ENGL 52, ENGL 72, or ESL 152 or equivalent with a grade of "C" or higher or "Pass" Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 107-Philosophy of Science and Technology	Prerequisite: Completion of ENGL 52, ENGL 72, ESL 152 or equivalent with a grade of "C" or higher or "Pass" or completion of the English Placement Process with eligibility for ENGL 100. Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 108-Philosopy of the Americas	Prerequisite: Completion of ENGL 52, ENGL 72, ESL 152 or equivalent with a grade of "C" or higher or "Pass" or completion of the English Placement Process with eligibility for ENGL 100. Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 109-Philosophy of the Body, Feminism, and Gender	Prerequisite: Completion of ENGL 52, ENGL 72, ESL 152 or equivalent with a grade of "C" or higher or "Pass", or completion of the English Placement Process with eligibility for ENGL 100.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Reduce class size from 40 to 30 students.	
Modification	Business, Humanities, and Social Sciences	PHIL 130-History of Ancient Philosophy	Prerequisite: Completion of ENGL 52, or ENGL 72, or ESL 152, or equivalent with a grade of "C" or higher "Pass" or completion of the placement process with eligibility for ENGL 100. Reduce class size from 40 to 25 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 140-History of Modern Philosophy	Prerequisite: Completion of ENGL 52, ENGL 72 or ESL 152, or equivalent with a grade of "C" or higher or "Pass" or completion of the placement process with eligibility for ENGL 100. Reduce class size from 40 to 25 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 160-Symbolic Logic	Prerequisite: ENGL 100 or equivalent with a grade of "C" or higher or "Pass." Recommendation: PHIL 106 with a grade of "C" or higher or "Pass." Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 201-Contemporary Philosophy	Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 203-Philosophy of Religion	Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 204-Philosophy of the Bible I (Hebrew Scriptures)	Reduce class size from 40 to 30 students.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	PHIL 205-Introduction to Bioethics	Reduce class size from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	PHIL 206-Philosophy of the Bible II (Christian Scriptures)	To lower the course enrollment from 40 to 30 students.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Business Administration—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Business Management—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Business Marketing—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Human Resource Management—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	International Business—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Small Business Management Entrepreneurship—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Retail Management—Associate in Arts	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their degree Specific courses. This degree provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their degree program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Paralegal—Associate in Arts	Based on discussions with our Paralegal Advisory Committee, surveys from Paralegal employers, and input from Paralegal faculty, our students need more training and education in California Civil Procedure. Currently, students are required to take one semester of LAW 100 California Civil Procedure. Students then must take either LAW 102 Advanced California Civil Procedure or LAW 113 Alternative Dispute Resolution. Although LAW 113 provides training in preparation of Arbitration and Mediation Briefs, LAW 102 provides training in the preparation of a very similar document, a Trial Brief. However, LAW 102 also covers other material a paralegal will find helpful on the job ---	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			discovery tools such as Interrogatories, Request for Production of Documents, Requests for Admissions, and Motions to Compel Discovery. While some attorneys concentrate in the area of Alternative Dispute Resolution, almost all litigation attorneys require knowledge regarding discovery tools. It is for this reason our Paralegal Advisory Committee has recommended this change in our Program requirements, that students acquire more knowledge of California Civil Procedure..	
Modification	Business, Humanities, and Social Sciences	Business Administration—Certificate of Achievement	The Business Administration Department is increasing the Business Core courses from three courses to four courses in order to provide the student with a more well-rounded entry level base of knowledge. This base provides a foundation in order for the student to build on their Certificate Specific courses. This certificate provides the student with credentials that are keys to individual self-efficiency and a meaningful career. The courses are stacked and latticed to streamline student educational paths to their career objective. The consistency of grouping four courses throughout the program provides continuity for students to better understand their progress as they work their certificate program.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Business Management—Certificate of Achievement	The Business Administration: Business Management Certificate of Achievement is a Career Technical Education (CTE) program, which provides student with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Management education also helps students understand basic management functions, their interrelationships, and the organization's competitive niche.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Business Marketing—Certificate of Achievement	The Business Administration: Business Marketing Certificate of Achievement is a Career Technical Education (CTE) program which provides students with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Marketing education also helps students understand basic management functions, their interrelationships, and the organization's competitive niche.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Human Resource Management—Certificate of Achievement	The Business Administration: Human Resource Management Certificate of Achievement is a Career Technical Education (CTE) program which provides students with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Human Resource Management education also helps students understand basic management functions, their interrelationships, and the organization's competitive niche.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	International Business – Certificate of Achievement	The Business Administration: International Business Certificate of Achievement is a Career Technical Education (CTE) program which provides students with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Management education also helps students understand basic management functions, their interrelationships, and the organization's competitive niche.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Retail Management—Certificate of Achievement	The Business Administration: Retail Management Certificate of Achievement is a Career Technical Education (CTE) program which provides students with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Retail Management education also helps	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			students understand basic management functions, their interrelationships, and the organization's competitive niche	
Modification	Business, Humanities, and Social Sciences	Small Business Management Entrepreneurship—Certificate of Achievement	The Business Administration: Small Business Management/Entrepreneurship Certificate of Achievement is a Career Technical Education (CTE) program which provides students with credentials that are the keys to individual self-sufficiency and a meaningful career. Mastery of this curriculum will help students lay the groundwork for managerial competence in the global marketplace. Small Business Management/Entrepreneurship education also helps students understand basic management functions, their interrelationships, and the organization's competitive niche.	March 9, 2017
Modification	Business, Humanities, and Social Sciences	Paralegal—Certificate of Achievement	The Paralegal Certificate from our American Bar Association [ABA] approved Paralegal Program is designed to provide the necessities for the graduate to enter the workforce as a paralegal. Employment opportunities for paralegals includes: private law practice; governmental agencies such as courts; the private sector in businesses such as title or other insurance companies, in-house patent division with larger corporations, or other businesses with staff attorneys; and in the community service field such as with legal clinics and self-help centers.	March 9, 2017
Modification	Technology	Plastics/Composite Tool Design—Certificate of Achievement	The Plastic Manufacturing Technology Program provides the diverse student body in the surrounding regional community with advanced education in plastic manufacturing technology and serves as a bridge between students who seek job skills, industry certifications or Certificate of Achievement for employment. The Program provides a high quality of instruction to achieve its objectives.	March 9, 2017
Modification	Technology	Composite Manufacturing —Certificate of Achievement	The Certificate of Achievement in Composites Manufacturing allows the student to learn specific techniques related to composite fabrication, fiberglass technology, resin transfer, and how to repair potential manufacturing defects. The	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			student also learns the basics of plastics technology and how this relates to blueprints prepared by engineers.	
Modification	Technology	Composite Inspection — Certificate of Achievement	The Certificate of Achievement in Composite Inspection allows the student to learn basic composite fabrication, processing, dimensioning, tolerancing, testing, measuring, and computer assisted inspecting, in the PMT, MTT, and ENGT departments. The student is able to benefit from the cooperation of those three departments to get the best possible knowledge of composite inspection. Students who complete this certificate are well positioned for both composite and plastic projects inspection.	March 9, 2017
Modification	Technology	Plastic Manufacturing — Certificate of Achievement	The Plastic Manufacturing Technology Program provides the diverse student body in the surrounding regional community with advanced education in plastic manufacturing technology and serves as a bridge between students who seek job skills, industry certifications or Certificate of Achievement for employment. The Program provides a high quality of instruction to achieve its objectives.	March 9, 2017
Modification	Health, Physical Education, Dance, and Athletics	Exercise Science: Athletic Trainer Aide – Certificate of Achievement	The division has written a new Movement Analysis Course that we feel will serve non-transfer students well and improve program completers. This new course has been put in place of the Anatomy and Physiology course. Additionally the Assessment and Reconditioning course has been split to focus on Upper Extremity and Lower Extremity content separately.	March 9, 2017
Modification	Health, Physical Education, Dance, and Athletics	Exercise Science: Fitness Specialist—Certificate of Achievement	The Exercise Science: Fitness Specialist Certificate of Achievement is designed to prepare students to work in the fitness industry. The required core courses provide students with the academic preparation and skills required for employment as a Fitness Specialist and to prepare for several national certification exams. Students completing the AA degree are well prepared to work in their field of choice while continuing their education.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	Manufacturing Verification of Completions— • Quality Assurance (QA) • Statistical Process Control (SPC)	The above-mentioned VoCs are being updated to remove the deleted courses.	March 9, 2017
Modification	Technology	Plastics and Composites Manufacturing Technology—Verification of Completions • Moldmaking Specialty • Composite Specialty	The above-mentioned VoCs are being updated to remove the deleted courses.	March 9, 2017
Modification	Science, Engineering, and Mathematics	CIS 160-Web Page Development	This course provides the knowledge, skills, and hands-on experience needed to create multimedia web pages. Using a variety of authoring tools, students will create web pages with links, graphics, tables, frames, and forms, and add dimensions of time, audio, video, motion, and interactivity to web pages. Upon completing this course, students will be ready to plan, build, promote, and maintain a professional website, which includes selecting a web host and uploading the site to a web server.	March 9, 2017
Modification	Science, Engineering, and Mathematics	CHEM 95A-Tutoring for CHEM 100 Introductory Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 100 – Introductory Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017
Modification	Science, Engineering, and Mathematics	CHEM 95B-Tutoring for CHEM 110 Elementary Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 110 – Elementary Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Science, Engineering, and Mathematics	CHEM 95C-Tutoring for CHEM 111 General Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 111 – General Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017
Modification	Science, Engineering, and Mathematics	CHEM 95D-Tutoring for CHEM 112 General Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 112 – General Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017
Modification	Science, Engineering, and Mathematics	CHEM 95E-Tutoring for CHEM 211 Organic Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 211 – Organic Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017
Modification	Science, Engineering, and Mathematics	CHEM 95F-Tutoring for CHEM 212 Organic Chemistry	This course is designed to facilitate the learning of scientific principles and techniques through individualized and mediated instruction. It is open to any student enrolled in CHEM 212 – Organic Chemistry. This course is offered on a pass/no pass basis only. Open entry/open exit. (Formerly CHEM 95)	March 9, 2017
Inactivation	Technology	WMT 203- Wood Veneering	This course deactivation is part of a "cleanup" of courses in the WMT department, in which we are fine-tuning our offerings to meet the needs of our students and industry. This course is being replaced with a new course, WMT 205. It was found that the amount of lecture and lab hours for this course did not meet what is needed to complete the SLO requirements	February 9, 2017
Inactivation	Technology	WMT 242-Curved and Tapered Forms for Furniture	This course deactivation is part of a "cleanup" of courses in the WMT department, in which we are fine-tuning our offerings to meet the needs of our students and industry.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			This course is being replaced with a new course, WMT 245. It was found that the amount of lecture and lab hours for this course did not meet what is needed to complete the SLO requirements.	
Inactivation	Technology	WMT 268A- Production Cabinetmaking (Commercial/Institutional)	This course deactivation is part of a "cleanup" of courses in the WMT department, in which we are fine-tuning our offerings to meet the needs of our students and industry. This course is being replaced with a new course, WMT 291. It was found that the amount of lecture and lab hours for this course did not meet what is needed to complete the SLO requirements.	February 9, 2017
Inactivation	Technology	WMT 268C- Production Cabinetmaking and Manufacturing (Mass Production)	This course deactivation is part of a "cleanup" of courses in the WMT department, in which we are fine-tuning our offerings to meet the needs of our students and industry. This course is being replaced with a new course, WMT 292. It was found that the amount of lecture and lab hours for this course did not meet what is needed to complete the SLO requirements.	February 9, 2017
Inactivation	Technology	MFGT 50-Haz-Mat	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	MFGT 52-Introduction to Laser Cutting Technology	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	MFGT 56-ISO 9001:2008	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Technology	MFGT 57-Total Quality Management (TQM)	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
	Technology	MFGT 58-Benchmarking	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	MFGT 60-Quality Assurance Principles	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	MFGT 65-Applied Math Manufacturing	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	MFGT 100-Manufacturing Processes	They were created in the 1990s and 2000s and have not been offered in the last 6 years. There is currently no certificate of achievement for these classes making it very challenging to attract students. Finally, those classes not having a laboratory component is a real impediment to student success.	March 9, 2017
Inactivation	Technology	Manufacturing—Verification of Completions • Total Quality Management (TQM)	The above-mentioned VoCs are getting deleted from the inventory. The associated courses have not been offered in the last 6 years.	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		• ISO 900 1:2008 • Advanced Quality System (AQS) • Materials and Process		
Inactivation	Technology	Plastics and Composite Manufacturing Technology – Verification of Completions • Composite Technician Specialty • Tool Specialty • Industrial Design Specialty	The above-mentioned VoCs are getting deleted from the inventory. The associated courses have not been offered in the last 6 years or are very similar in content to classes that are remaining in our catalog. This deletion will remove the ambiguity for students to select the class most appropriate to their needs.	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	INSR 101-Introduction to Insurance	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible.	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	INSR 102-Insurance Code and Ethics	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible.	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	INSR 121-Insurance Principles: Property and Liability	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible.	
Inactivation	Business, Humanities, and Social Sciences	INSR 122-Personal Insurance	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible.	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	INSR 123-Commercial Insurance	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	INSR 171-Insurance Occupational Work Experience	The program is not viable due to low enrollment and lack of industry support for this course. The inactivation of this course was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR courses in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) courses and certificate formally through the Curriculum Committee as soon as possible.	March 9, 2017
Inactivation	Business, Humanities, and Social Sciences	Insurance-Property and Casualty—Certificate of Achievement	The program is not viable due to low enrollment and lack of industry support for this certificate. The inactivation of this certificate was included as a "Program Review" item for the Accounting and Finance department in our 2014 self-study report. The department voted to inactivate the INSR certificate in Fall 2015. The intention of the Accounting Department is remove the Insurance (INSR) certificate	March 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			formally through the Curriculum Committee as soon as possible	
New	Adult Education	AED 42.98-College Placement Testing Strategies Units: 0.0 Hours: 2 Lecture/2Laboratory Prerequisite: None Corequisite: None Recommendation: Placement in AED 48.05, Read 48, or ENGL 20	This course is designed to meet the needs of the basic skills student when preparing for the college placement test. Noncredit basic skills students are unfamiliar with the college assessment test process, purpose, and content which would limit their success in college. This AED course will review assessment testing strategies and material covered in the community college placement exam. The course will familiarize students with the testing process, areas covered, and provide online resources and assessment testing.	February 9, 2017
New	Adult Education	AED 42.99-College Placement Testing Strategies B Units: 0 Hours: 2 Lecture/2Laboratory Prerequisite: None Corequisite: None Recommendation: Placement into AED 49.01 or MATH 40.	This course is designed to meet the needs of the basic skills student when preparing for the college placement test. Noncredit basic skills students are unfamiliar with the college assessment test process, purpose, and content which would limit their success in college. This AED course will review assessment testing strategies and material covered in the community college placement exam. The course will familiarize students with the testing process, areas covered, and provide online resources and assessment testing.	February 9, 2017
New	Adult Education	Non-Credit Certificate of Completion College Placement Testing Strategies	This certificate is intended to provide the fundamental skills in college assessment testing. Having successful and accurate assessment into college will assist with entrance to programs with many career options. The Non-Credit Certificate of Completion College Placement Testing Strategies will prepare the student to successfully matriculate into college. As a noncredit basic skills student, the transition to college will be facilitated so that enrollment and completion in the chosen career path will occur.	February 9, 2017

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	EDT 51 – Communicating in the Online Environment	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 67 – Using Mind-Mapping Tools in Education	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 100 – Integration of the Internet into Curriculum	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 103 – Spreadsheets for Educators	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 104 – Word Processing for Educators	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 105 – PowerPoint for Educators	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 106 – Databases in Education	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 109 – Developing Education-Based Portfolios	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	EDT 111 – Web Design for Educators	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 120 – Exploring Assistive Technology in Education	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015
Inactivation	Business, Humanities, and Social Sciences	EDT 121 – Using Mobile Technology in Education	A new course is taking place of each of these courses that updates what the original course covered and includes additional content.	November 19, 2015

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: April 5, 2017

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Sandra Marks
Instructional Dean of Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA # 16-200-002 for Spring 2017

ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of $7275 to nursing faculty members for work which will be performed January 1, 2017 through June 30, 2017, as stipulated in – and funded by – the RFA # 16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT

The RFA # 1-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant will be utilized for these expenditures. No general funds will be used. Stipends will be paid as work is completed.

Assessment/Remediation Case Manager and Testing of Essential Academic Skills (TEAS) pre-admission assessment testing functions are performed by:

- Kelli Brooks $3000

Simulation Specialist scenarios at $60/hour performed by:

- Jim Robbins $1200 (20 hours)

Faculty Workshops at $75/hour performed by:

- Melodie Cooke $375 (5 hours)
- Rebecca Orozco $600 (8 hours)
- Keri Gonzalez $600 (8 hours)
- Kelli Brooks $1500 (20 Hours)

REPORT SUMMARY
These stipends will be utilized to fund faculty-conducted activities in accordance with the grant work plan objectives and activities. The grant work plan activities include:

- The nursing program will provide an Assessment/Remediation Case Manager to assist students who do not meet the cut score on the pre-admission Testing of Essential Academic Skills (TEAS) assessment test in order to achieve readiness for the nursing program, as mandated by the grant.
- Nursing faculty will conduct workshops and simulation scenarios to support clinical and didactic practice to promote critical thinking, enhance clinical judgment, and promote student success.
- Nursing faculty will provide workshops to prepare graduates to take the National Counsel Licensure Examination (NCLEX) to obtain their Registered Nurse license to practice upon graduation.

These resources are intended to maximize student success and strengthen program retention. Faculty workshops in Medication Calculation and NCLEX review will be offered. Faculty will conduct simulation sessions in the skills lab utilizing simulation manikins that mimic real-life clinical scenarios in a safe learning environment. The workshops and simulation scenarios are open to students in the program and those on remediation plans to return. The NCLEX review will be provided for all 4th semester graduates.

To maximize remediation for pre-nursing students who are eligible for admission to the program but did not achieve the cut score on the TEAS exam, the program will provide an Assessment/Remediation Case Manager. The Case Manager provides ongoing assessment and guidance for students who require remediation. The Case Manager analyzes individual test scores and meets with students to prepare an individualized remediation plan to assist students to prepare for retesting and entry into the program.

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: **April 5, 2017**
Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director of Educational Partnerships and Programs

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

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling $3,000 for faculty mentoring for the Teacher Preparation Pipeline (TPP) Grant taking place during the fall 2016 and spring 2017 semester.

FISCAL IMPACT

Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No general funds will be used. The following participants are to receive stipends:

Anthony Fortner	$1,000
Jason Foral	$1,000
Leonard Glick	$1,000
Total	**$3,000**

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 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.

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: **April 5, 2017**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Perkins Honorariums for Workshop Guest Speakers

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

FISCAL IMPACT
Perkins funds in the amount of $ 1,200 (1 workshop (4-hours) per individual @ $100) 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 2016-2017 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. These will be scheduled on the "as needed" basis.

	Topic
1. Michael Holden, PTA	Core Stabilization Exercises for PTAs
2. Noelle Budrovich, PT	Vestibular Rehabilitation for PTAs
3. Jeff Rodrigues, PT	Cardiopulmonary Exercise Considerations for PTAs
4. Susan Orr, PT	Exercise During Pregnancy for PTAs
5. Leilani Dao, PT	Clinical Management of SPD in Children
6. Jamie Sakamoto, PT	Sensory Integration Process Disorders for PTAs
7. Shelly Hart, PTA	Lymphedema Management for PTAs
8. Adam Shilling, PT	Sport Injury Management for PTAs
9. Leesha Augustine, PT	Management of Pediatric Oncology Patients for PTAs
10. Joseph Voss,	Management of Lower Extremity Prosthetics for PTAs
11. Janet Yergler	Management of Upper Extremity Prosthetics for PTAs
12. Juan Almazan	Management of Patients with Multiple Sclerosis for PTAs

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

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

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

FISCAL IMPACT
Strong Workforce Program funds in the amount of $500 (1 workshop (4-hours) per individual @ $500) will be utilized for this expenditure. No district general funds will be used.

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

	Topic
1. Cirilo Rodriguez	Menu Design and Food Presentation

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: **April 5, 2017**
Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

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

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

FISCAL IMPACT
Strong Workforce Program funds in the amount of $500 (1 workshop (4-hours) per individual @ $500) will be utilized for this expenditure. No district general funds will be used.

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

	Topic
1. Pam Bouvier	Advanced Production

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: **April 5, 2017**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Rejection of All Bids for Bid No. 16P008, Campus Fiber Upgrade - Bid Category 02

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

On December 20, 2016 and December 27, 2016, Cerritos College advertised the release of Bid No. 16P008 for the Campus Fiber Upgrade – Bid Category 02 project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of twenty-seven prequalified contractors were contacted for this project. The project includes, but is not limited to, procurement, installation and testing of campus fiber backbone, including the installation of harness cables into multiple buildings' network equipment rooms.

The bid category had a bid due date of January 26, 2017. The project was bid as a single-prime project; for the project a Class C-7 or C-10 license was required. The construction cost estimate for the work was approximately $1,500,000.

Attendance was mandatory at one of the two pre-bid conference meeting and job walks scheduled on January 6, 2017 and January 10, 2017. A combined attendance total of nine contractors attended one of the two mandatory pre-bid conference and job walk meetings on January 6, 2017 and January 10, 2017.

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

Upon completion of Cerritos College's due diligence review of the bid received, it was determined that the scope of work, prequalification requirements, and the market conditions be re-evaluated.

For the reasons stated above, Staff recommends that all bids received for the project be rejected pursuant to the bid and contract documents with the intent to re-bid this project at a later date.

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

ATTACHMENT(S)
Bid Results for Bid No. 16P008, Campus Fiber Upgrade – Bid Category 02

Cerritos Community College District

Bid No. 16P008

Project: Campus Fiber Upgrade - Category 02

Bid Opening Results

Bid Due Date: January 26, 2017; 2:00 pm

	RDM Electric Co., Inc. Chino, CA
Base Bid Amount	$ 1,400,000.00
Allowance Amount	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 1,450,000.00**
DELTA FROM LOWEST BID	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 5 [Errors, Owner Added Scope], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 5 [Errors, Owner Added Scope] in the amount of $48,692 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 5 will be $48,692, increasing the contract amount to $3,548,301. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 5 is $48,692. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 is due to the additional labor provided by Sierra Lathing Co., Inc. to accommodate the incorrectly fabricated door frames at the Fine Arts Building on behalf of Design Hardware; this can be referenced per the submitted deductive Change Order No. 2 by Design Hardware. Also, it was determined that the additional framing and drywall was needed to conceal an exposed area above the fire riser room to correct a design error. Owner Added Scope changes consist of the additional wood nailers and framing along the roof of the exterior bridge and east parapet to ensure clearance compliance for full warranty of the roof; additional lathing and plaster material was also added to accommodate the additional sheet metal flashings along the north and east elevations of the building parapet to ensure enhanced protection from the elements for the Fine Arts Building. Change Order No. 5 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. 5.

	Change Order	Date	Amount	Percentage of Change
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts

Description: Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.

Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts

Description: Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.

Reason: Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.

Benefit: Ensured the interior of the room was protected from exterior elements.

Requested by: Hill Partnership, Inc.

CO Type: Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....**$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 6 [Errors, Unforeseen Conditions, Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 6 [Errors, Unforeseen Conditions, Agency Driven Changes] in the amount of $38,819 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 6 will be $38,819, increasing the contract amount to $3,587,120. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 6 is $38,819. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to correction of design errors through the addition of densdeck material at the boiler room in the CIS/Math Building to accommodate an additional concrete pour to provide the correct mounting heights and clearances in the room. Also, additional framing along the 1st and 2nd floor exterior windows along the south elevation of the CIS/Math Building, and the south and east elevations of the boiler room was provided to correct design errors. To accommodate and unforeseen condition, additional framing and drywall was provided to conceal the proposed in-wall sewer utility line. Agency driven changes regarding the addition of framing and drywall above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/Math Building to ensure compliant fire rating and safe egress were also accommodated. Change Order No. 6 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. 6.

	Change Order	Date	Amount	Percentage of Change
Pending	6	April 5, 2017	$38,819	4.7%
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 6 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $38,819.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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_____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts

Description: Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.

Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts

Description: Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.

Reason: Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.

Benefit: Ensured the interior of the room was protected from exterior elements.

Requested by: Hill Partnership, Inc.

CO Type: Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 7 [Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 7 [Agency Driven Changes] in the amount of $32,576 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 7 will be $32,576, increasing the contract amount to $3,619,696. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 7 is $32,576. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 7 is in compliance with Public Contract Code Section 20659. Change Order No. 7 is due to agency driven changes regarding the addition of additional framing, monokote fireproofing, and drywall in the main HVAC ductshafts in rooms 149 and 112 of the Fine Arts Building to ensure a compliant fire rating within the building. Change Order No. 7 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. 7.

	Change Order	Date	Amount	Percentage of Change
Pending	7	April 5, 2017	$32,576	5.7%
Pending	6	April 5, 2017	$38,819	4.7%
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 7 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 6 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 149 and 112 of the Fine Arts building

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations)

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 32,576.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$32,576.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	162,304.00
Net sum prior to this Change Order	$	3,587,120.00
Amount of Change Order No. 7	$	32,576.00
New Contract Sum	$	3,619,696.00
Percentage of Change to Contract		5.7%

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_____, 2016

Requested By:

2/6/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....$38,819.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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_____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02/15/17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 05 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: February 1, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building:	Fine Arts
Description:	Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.
Reason:	Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit:	Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building:	Fine Arts
Description:	Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.
Reason:	Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.
Benefit:	Ensured the interior of the room was protected from exterior elements.
Requested by:	Hill Partnership, Inc.
CO Type:	Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 8 [Agency Driven Changes], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 8 [Agency Driven Changes] in the amount of $26,761 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 8 will be $26,761, increasing the contract amount to $3,646,457. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 8 is $26,761. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 8 is in compliance with Public Contract Code Section 20659. Change Order No. 8 is due to agency driven changes regarding the addition of additional framing, monokote fireproofing, and drywall in the main HVAC ductshafts in rooms 111 and 103 of the CIS/Math Building to ensure a compliant fire rating within the building. Change Order No. 8 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. 8.

	Change Order	Date	Amount	Percentage of Change
Pending	8	April 5, 2017	$26,761	6.5%
Pending	7	April 5, 2017	$32,576	5.7%
Pending	6	April 5, 2017	$38,819	4.7%
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 8 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 7 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 6 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: CIS / Mathematics

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 111 and 103 of the CIS/ Mathematics building.

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations).

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 26,761.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$26,761.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	194,880.00
Net sum prior to this Change Order	$	3,619,696.00
Amount of Change Order No. 8	$	26,761.00
New Contract Sum	$	3,646,457.00

Percentage of Change to Contract 6.5%

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_____, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 149 and 112 of the Fine Arts building

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations)

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 32,576.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$32,576.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	162,304.00
Net sum prior to this Change Order	$	3,587,120.00
Amount of Change Order No. 7	$	32,576.00
New Contract Sum	$	3,619,696.00
Percentage of Change to Contract		5.7%

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_____, 2016

Requested By:

2/6/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/07/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $38,819.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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_____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02/15/17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 05

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building: Fine Arts

Description: Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.

Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.

Benefit: Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building: Fine Arts

Description: Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.

Reason: Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.

Benefit: Ensured the interior of the room was protected from exterior elements.

Requested by: Hill Partnership, Inc.

CO Type: Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 9 [Owner Added Scope, Errors, Agency Driven Changes, Unforeseen Conditions], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 9 [Owner Added Scope, Errors, Agency Driven Changes, Unforeseen Conditions] in the amount of $55,160 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 9 will be $55,160, increasing the contract amount to $3,701,617. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 9 is $55,160. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 9 is in compliance with Public Contract Code Section 20659. Change Order No. 9 is due to the owner added scope of providing additional framing and drywall in room 236 and 237 of the Fine Arts Building to solidify walls, additional backing to accommodate clearances for the HVAC unit in the Network Equipment room, additional framing to accommodate the humidifier in room 111, additional framing to accommodate the roll-up door in the Film Studio, additional framing backing and drywall to accommodate the display case shelving along the Fine Arts Building corridors, additional exposed ceiling insulation in the Display Gallery, and additional Fiber Reinforced Panels in room 142 and 146.

To correct design errors, additional framing and drywall was provided above the east exterior entrance and south elevation of the Film Studio for sufficient structural attachment of the window system. Also, additional framing was provided for the exterior door along the west elevation of the Fine Arts Building to ensure

structural support, and additional framing was provided along the north elevation of the Fine Arts Building and Film Studio area to ensure sufficient structural attachment of the exterior aluminum ceiling system. Sierra Lathing Co., Inc. removed and replaced the densglass along the west entrance of the Fine Arts building on behalf of Liberty Climate Control to ensure access to complete the required adjustments to the HVAC system. Sierra Lathing Co., Inc. also mobilized to install the required framing to ensure structural support of a skylight along the north and south elevations of the Fine Arts Building on behalf of Golden Glass.

Sierra Lathing Co., Inc. addressed the agency driven changes regarding the additional structural anchorage requirements for seismic bracing by providing additional framing and structural attachments for the drywall ceilings of the 1st floor restrooms in the Fine Arts Building. Unforeseen conditions were remedied by providing additional framing and drywall soffits in room 234 and 235 of the Fine Arts Building to conceal overhead utilities within the suspended ceiling system. Change Order No. 9 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. 9.

	Change Order	Date	Amount	Percentage of Change
Pending	9	April 5, 2017	$55,160	8.1%
Pending	8	April 5, 2017	$26,761	6.5%
Pending	7	April 5, 2017	$32,576	5.7%
Pending	6	April 5, 2017	$38,819	4.7%
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 9 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 8 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 7 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 6 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.

Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 09

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 3, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 9.01

Building: Fine Arts
Description: Add additional framing and drywall located in room 236 and 237 (total of three (3) locations) in the Fine Arts building.
Reason: Upon review, it was requested to omit the proposed security screen doors, and infill each opening with drywall to provide a solid wall.
Benefit: Provides additional security of materials and equipment.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,995.00

Time Extension: .....0 Work days

Item 9.02

Building: Fine Arts
Description: Add additional framing and drywall above the east exterior entrance of the Fine Arts building.
Reason: Upon review, it was requested to provide additional framing and drywall to allow for the installation of the proposed exterior curtainwall/ window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 6,006.00

Time Extension: .....0 Work days

Item 9.03

Building: Fine Arts
Description: Remove and replace densglass, located along the west entrance of the Fine Arts building, on behalf of the Bid Category #17 (BC 17-HVAC (Heating, Ventilation, & Air Conditioning)) prime contractor.
Reason: Upon review, it was determined that mechanical access to concealed walls was required by Liberty Climate Control (BC 17). As a result, the walls were re-opened and re-installed by Sierra Lathing (BC 11). Reference Liberty Climate Control (BC 17) deductive Change Order #02.
Benefit: Ensured access was provided to complete required adjustments to HVAC system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 923.00

Time Extension: .....0 Work days

Item 9.04

Building: Fine Arts
Description: Provide additional backing to accommodate raising the split system HVAC unit located in the Network Equipment rooms (total of 2 locations) in the Fine Arts building.
Reason: Upon review, it was determined that each split system was required to be raised in height to accommodate the clearances relative to data equipment. As a result, additional backing was installed to allow the attachment of each unit.
Benefit: Ensured structural backing was provided to accommodate the proposed HVAC unit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 794.00

Time Extension: .....0 Work days

Item 9.05

Building: Fine Arts
Description: Add additional framing and attachments for the window located along the south elevation of the Film Studio.
Reason: Upon review, it was requested to provide additional framing and attachments to allow for the installation of the proposed exterior window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 980.00

Time Extension: .....0 Work days

Item 9.06

Building: Fine Arts
Description: Add additional framing back to accommodate the proposed humidifier in room 111 of the Fine Arts building.
Reason: Upon review, it was determined that the location of the proposed humidifier was required to be relocated in order to provide the required drainage from the unit. As a result, additional backing was installed to support the new location of the humidifier.
Benefit: Ensures sufficient structural attachment of humidifier.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 620.00

Time Extension: .....0 Work days

Item 9.07

Building: Fine Arts
Description: Mobilize to provide framing along the north and south elevations of the exterior skylight, located at the exterior workyard of the Fine Arts building on behalf of the Bid Category #10 (BC 10-Window/ Glazing) prime contractor.
Reason: Upon review, it was determined that framing for the skylight was not coordinated by Golden Glass (BC 10). As a result, the previously installed roofing was opened and Sierra Lathing (BC 11) mobilized to install the required framing. Reference Golden Glass (BC 10 deductive Change Order #02).
Benefit: Ensured framing was installed to provide sufficient support of skylight assembly.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the District.
Change Amount: ..... $ 565.00

Time Extension: .....0 Work days

Item 9.08

Building: Fine Arts
Description: Add additional framing to accommodate the proposed roll up door located in the Film Studio.
Reason: Upon review, it was requested for the proposed roll up door to be modified from a manual door to a motorized door. As a result, the door opening was reframed to accommodate the motorized door assembly.
Benefit: Provides a motorized door assembly for ease of End User/ District.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 983.00

Time Extension: .....0 Work days

Item 9.09

Building: Fine Arts
Description: Provide additional framing and structural attachments for the drywall ceilings of the 1st floor men's/ women's restrooms (total of four (4) locations) of the Fine Arts building.
Reason: Upon review, it was determined that additional ceiling seismic bracing was required by the Division of State Architect (DSA) to be installed above each restroom ceiling prior proceeding with closing.
Benefit: Ensures each ceiling meets the requirements of structural anchorage by the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 5,159.00

Item 9.10

Building: Fine Arts
Description: Provide additional framing and drywall soffits located in room 234 and 235 of the Fine Arts building.
Reason: Upon review, it was determined that the proposed HVAC (Heating, Ventilation, and Air Conditioning) ductwork and plumbing utilities could not be installed above the suspended ceiling. As a result, a soffit was built in each room to conceal the over overhead utilities.
Benefit: Ensures overhead utilities in each room are concealed within suspended ceiling system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 4,000.00

Item 9.11

Building: Fine Arts
Description: Provide additional framing for the exterior door located along the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that a concrete curb was required to be added along each end of the exterior door. As a result, framing was provided above the curb to support the door system.
Benefit: Ensures structural support of exterior door system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,187.00

Item 9.12

Building: Fine Arts
Description: Provide additional framing backing and drywall to accommodate the shelving for the Trespa display cases (total of four (4) locations) along the 1st and 2nd floor corridors of the Fine Arts building.
Reason: Upon review with the Architect of Record and shelving Manufacturer, it was recommended to add additional backing and drywall to accommodate the support of proposed shelving system.
Benefit: Ensures sufficient structural support for proposed shelving system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 11,362.00

Item 9.13

Building: Fine Arts
Description: Add additional framing located at the north elevation of the Fine Arts building, as well as the north and south elevations of the Film Studio.
Reason: Upon review, it was determined that additional framing was required to complete the installation of the proposed exterior aluminum ceiling systems.
Benefit: Ensures sufficient structural attachment of each exterior aluminum ceiling system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 9,200.00

Item 9.14

Building: Fine Arts
Description: Provide additional exposed ceiling insulation located at the Display Gallery of the Fine Arts building,
Reason: Upon review, it was recommended to add ceiling insulation for the ceiling of the Display Gallery, to match the ceiling finish of the Art Gallery.
Benefit: Ceiling insulation enhances the aesthetics of the Display Gallery as it relates to the Art Gallery.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,698.00

Item 9.15

Building: Fine Arts
Description: Provide additional Fiber Reinforced Panels (FRP) along the located in room 142 and 146 of the Fine Arts building.
Reason: Upon review with the Architect of Record, it was recommended to raise the height of the washable panels to extend the durability of adjacent work surfaces in each room.
Benefit: Added panels enhance resilience of work surfaces.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,688.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$55,160.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	221,641.00
Net sum prior to this Change Order	$	3,646,457.00
Amount of Change Order No. 9	$	55,160.00
New Contract Sum	$	3,701,617.00
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_____, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: CIS / Mathematics

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 111 and 103 of the CIS/ Mathematics building.

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations).

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 26,761.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$26,761.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	194,880.00
Net sum prior to this Change Order	$	3,619,696.00
Amount of Change Order No. 8	$	26,761.00
New Contract Sum	$	3,646,457.00

Percentage of Change to Contract 6.5%

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_____, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 149 and 112 of the Fine Arts building

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations)

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 32,576.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$32,576.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	162,304.00
Net sum prior to this Change Order	$	3,587,120.00
Amount of Change Order No. 7	$	32,576.00
New Contract Sum	$	3,619,696.00
Percentage of Change to Contract		5.7%

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_____, 2016

Requested By:

2/6/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....$38,819.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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_____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02/15/17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 05 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: February 1, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building:	Fine Arts
Description:	Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.
Reason:	Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit:	Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building:	Fine Arts
Description:	Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.
Reason:	Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.
Benefit:	Ensured the interior of the room was protected from exterior elements.
Requested by:	Hill Partnership, Inc.
CO Type:	Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 10 [Agency Driven Changes, Owner Added Scope], (Bid No. 13P032, Category 11), Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 10 [Agency Driven Changes, Owner Added Scope] in the amount of $39,612 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 10 will be $39,612, increasing the contract amount to $3,741,229. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Sierra Lathing Co., Inc. of Rialto, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 11 represents the Metal Stud/Drywall/Plaster 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. 10 is $39,612. The original contract amount approved by the Board was $3,424,816. Therefore, Change Order No. 10 is in compliance with Public Contract Code Section 20659. Change Order No. 10 is due to agency driven changes regarding the additional seismic bracing in the CIS /Math Building 1st floor restrooms; Sierra Lathing Co., Inc. provided additional labor, framing and structural attachments for the drywall. Sierra Lathing Co., Inc. also provided the additional framing and attachments to accommodate structural support requirements for the interior roller shade assemblies in six rooms of the CIS/Math Building. Owner Added Scope changes consist of the additional labor to provide additional waterproofing to the entire northwest exterior window assembly, and additional drywall to conceal the perimeter framing for eight rooms in the CIS/Math Building. Change Order No. 10 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. 10.

	Change Order	Date	Amount	Percentage of Change
Pending	10	April 5, 2017	$39,612	9.2%
Pending	9	April 5, 2017	$55,160	8.1%
Pending	8	April 5, 2017	$26,761	6.5%
Pending	7	April 5, 2017	$32,576	5.7%
Pending	6	April 5, 2017	$38,819	4.7%
Pending	5	April 5, 2017	$48,692	3.6%
	4	October 19, 2016	$8,234	2.2%
	3	October 19, 2016	$25,377	1.9%
	2	October 19, 2016	$5,027	1.2%
	1	October 19, 2016	$36,155	1.1%

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. 10 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 9 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 8 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 7 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 6 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 5 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 4 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 3 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 2 to Contract No. 13P032-11 (CIS/Math Building Portion) – Sierra Lathing Co., Inc.
Change Order No. 1 to Contract No. 13P032-11 (Fine Arts Building Portion) – Sierra Lathing Co., Inc.
Contract No. 13P032-11 – Sierra Lathing Co., Inc.

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 10 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: February 3, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 10.01

Building: CIS / Mathematics

Description: Provide additional labor to advance the completion of the plaster soffit of the northeast exterior patio, as well as the framed/ drywall ceiling of the 1st floor men's/ women's restrooms of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional plumbing seismic bracing was required by the Division of State Architect (DSA) to be installed above the plaster soffit and restrooms prior to proceeding with exterior lath and plaster, as well as interior framing and drywall. As a result, additional labor was executed by Sierra Lathing (BC 11) to accelerate the completion of the framed soffits, once the additional plumbing seismic bracing was installed by the Plumbing Contractor, Empyrean Plumbing, Inc. (BC 18).

Benefit: Ensures the completion of construction activities required to advance the Project Schedule.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 6,505.00

Item 10.02

Building: CIS / Mathematics

Description: Provide additional framing and attachments to the interior roller shade assemblies located in six (6) rooms (rooms 118 through 123) of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing and attachments were required to be installed to provide additional structural support to each roller shade assembly.

Benefit: Ensures each roller shade assembly meets the requirements of the Division of State Architect.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 6,081.00

Item 10.03

Building: CIS / Mathematics
Description: Provide additional labor to provide additional waterproofing located at the northwest exterior curtainwall/ window assembly of the CIS/ Mathematics building.
Reason: Upon review with the Architect of Record and the Waterproofing Consultant, it was recommended to provide additional exterior waterproofing to the entire window assembly.
Benefit: Ensures a watertight building envelop.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 2,386.00

Item 10.04

Building: CIS / Mathematics
Description: Provide additional framing and structural attachments for the drywall ceilings of the 1st floor men's/ women's restrooms (total of four (4) locations) of the CIS / Mathematics building.
Reason: Upon review, it was determined that additional ceiling seismic bracing was required by the Division of State Architect (DSA) to be installed above each restroom ceiling prior proceeding with closing.
Benefit: Ensures each ceiling meets the requirements of structural anchorage by the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 19,735.00

Item 10.05

Building: CIS / Mathematics
Description: Provide additional drywall to accommodate window assemblies located in eight (8) rooms, 103, 105, 107, 111, 202, 205, 207, & 213 of the CIS/ Mathematics building.
Reason: Upon review, it was determined that additional drywall was needed to conceal the perimeter framing of each window assembly.
Benefit: Ensures perimeter of window openings is aesthetically acceptable.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 4,915.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $39,612.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	276,801.00
Net sum prior to this Change Order	$	3,701,617.00
Amount of Change Order No. 10	$	39,612.00
New Contract Sum	$	3,741,229.00
Percentage of Change to Contract		9.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

2/2/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 09

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 3, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 9.01

Building: Fine Arts
Description: Add additional framing and drywall located in room 236 and 237 (total of three (3) locations) in the Fine Arts building.
Reason: Upon review, it was requested to omit the proposed security screen doors, and infill each opening with drywall to provide a solid wall.
Benefit: Provides additional security of materials and equipment.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,995.00

Time Extension: .....0 Work days

Item 9.02

Building: Fine Arts
Description: Add additional framing and drywall above the east exterior entrance of the Fine Arts building.
Reason: Upon review, it was requested to provide additional framing and drywall to allow for the installation of the proposed exterior curtainwall/ window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 6,006.00

Time Extension: .....0 Work days

Item 9.03

Building: Fine Arts
Description: Remove and replace densglass, located along the west entrance of the Fine Arts building, on behalf of the Bid Category #17 (BC 17-HVAC (Heating, Ventilation, & Air Conditioning)) prime contractor.
Reason: Upon review, it was determined that mechanical access to concealed walls was required by Liberty Climate Control (BC 17). As a result, the walls were re-opened and re-installed by Sierra Lathing (BC 11). Reference Liberty Climate Control (BC 17) deductive Change Order #02.
Benefit: Ensured access was provided to complete required adjustments to HVAC system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 923.00

Time Extension: .....0 Work days

Item 9.04

Building: Fine Arts
Description: Provide additional backing to accommodate raising the split system HVAC unit located in the Network Equipment rooms (total of 2 locations) in the Fine Arts building.
Reason: Upon review, it was determined that each split system was required to be raised in height to accommodate the clearances relative to data equipment. As a result, additional backing was installed to allow the attachment of each unit.
Benefit: Ensured structural backing was provided to accommodate the proposed HVAC unit.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 794.00

Time Extension: .....0 Work days

Item 9.05

Building: Fine Arts
Description: Add additional framing and attachments for the window located along the south elevation of the Film Studio.
Reason: Upon review, it was requested to provide additional framing and attachments to allow for the installation of the proposed exterior window system.
Benefit: Ensures sufficient structural attachment of window system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 980.00

Time Extension: .....0 Work days

Item 9.06

Building: Fine Arts
Description: Add additional framing back to accommodate the proposed humidifier in room 111 of the Fine Arts building.
Reason: Upon review, it was determined that the location of the proposed humidifier was required to be relocated in order to provide the required drainage from the unit. As a result, additional backing was installed to support the new location of the humidifier.
Benefit: Ensures sufficient structural attachment of humidifier.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 620.00

Time Extension: .....0 Work days

Item 9.07

Building: Fine Arts
Description: Mobilize to provide framing along the north and south elevations of the exterior skylight, located at the exterior workyard of the Fine Arts building on behalf of the Bid Category #10 (BC 10-Window/ Glazing) prime contractor.
Reason: Upon review, it was determined that framing for the skylight was not coordinated by Golden Glass (BC 10). As a result, the previously installed roofing was opened and Sierra Lathing (BC 11) mobilized to install the required framing. Reference Golden Glass (BC 10 deductive Change Order #02).
Benefit: Ensured framing was installed to provide sufficient support of skylight assembly.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the District.
Change Amount: ..... $ 565.00

Time Extension: .....0 Work days

Item 9.08

Building: Fine Arts
Description: Add additional framing to accommodate the proposed roll up door located in the Film Studio.
Reason: Upon review, it was requested for the proposed roll up door to be modified from a manual door to a motorized door. As a result, the door opening was reframed to accommodate the motorized door assembly.
Benefit: Provides a motorized door assembly for ease of End User/ District.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request
Change Amount: ..... $ 983.00

Time Extension: .....0 Work days

Item 9.09

Building: Fine Arts
Description: Provide additional framing and structural attachments for the drywall ceilings of the 1st floor men's/ women's restrooms (total of four (4) locations) of the Fine Arts building.
Reason: Upon review, it was determined that additional ceiling seismic bracing was required by the Division of State Architect (DSA) to be installed above each restroom ceiling prior proceeding with closing.
Benefit: Ensures each ceiling meets the requirements of structural anchorage by the Division of State Architect.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 5,159.00

Item 9.10

Building: Fine Arts
Description: Provide additional framing and drywall soffits located in room 234 and 235 of the Fine Arts building.
Reason: Upon review, it was determined that the proposed HVAC (Heating, Ventilation, and Air Conditioning) ductwork and plumbing utilities could not be installed above the suspended ceiling. As a result, a soffit was built in each room to conceal the over overhead utilities.
Benefit: Ensures overhead utilities in each room are concealed within suspended ceiling system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Condition

Change Amount: ..... $ 4,000.00

Item 9.11

Building: Fine Arts
Description: Provide additional framing for the exterior door located along the west elevation of the Fine Arts building.
Reason: Upon review, it was determined that a concrete curb was required to be added along each end of the exterior door. As a result, framing was provided above the curb to support the door system.
Benefit: Ensures structural support of exterior door system.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 2,187.00

Item 9.12

Building: Fine Arts
Description: Provide additional framing backing and drywall to accommodate the shelving for the Trespa display cases (total of four (4) locations) along the 1st and 2nd floor corridors of the Fine Arts building.
Reason: Upon review with the Architect of Record and shelving Manufacturer, it was recommended to add additional backing and drywall to accommodate the support of proposed shelving system.
Benefit: Ensures sufficient structural support for proposed shelving system.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 11,362.00

Item 9.13

Building: Fine Arts
Description: Add additional framing located at the north elevation of the Fine Arts building, as well as the north and south elevations of the Film Studio.
Reason: Upon review, it was determined that additional framing was required to complete the installation of the proposed exterior aluminum ceiling systems.
Benefit: Ensures sufficient structural attachment of each exterior aluminum ceiling system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 9,200.00

Item 9.14

Building: Fine Arts
Description: Provide additional exposed ceiling insulation located at the Display Gallery of the Fine Arts building,
Reason: Upon review, it was recommended to add ceiling insulation for the ceiling of the Display Gallery, to match the ceiling finish of the Art Gallery.
Benefit: Ceiling insulation enhances the aesthetics of the Display Gallery as it relates to the Art Gallery.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 4,698.00

Item 9.15

Building: Fine Arts
Description: Provide additional Fiber Reinforced Panels (FRP) along the located in room 142 and 146 of the Fine Arts building.
Reason: Upon review with the Architect of Record, it was recommended to raise the height of the washable panels to extend the durability of adjacent work surfaces in each room.
Benefit: Added panels enhance resilience of work surfaces.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: ..... $ 3,688.00

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$55,160.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	221,641.00
Net sum prior to this Change Order	$	3,646,457.00
Amount of Change Order No. 9	$	55,160.00
New Contract Sum	$	3,701,617.00
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_____, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 08

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 8.01

Building: CIS / Mathematics

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 111 and 103 of the CIS/ Mathematics building.

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations).

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 26,761.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$26,761.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	194,880.00
Net sum prior to this Change Order	$	3,619,696.00
Amount of Change Order No. 8	$	26,761.00
New Contract Sum	$	3,646,457.00

Percentage of Change to Contract 6.5%

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_____, 2016

Requested By:

2/7/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

2/7/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 07

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 2, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 7.01

Building: Fine Arts

Description: Add additional framing, monokote fireproofing, as well as drywall in the main HVAC (Heating, Ventilation, and Air Conditioning) ductshafts located in room 149 and 112 of the Fine Arts building

Reason: Upon review, it was determined that additional framing, fireproofing, drywall was required by the Division of State Architect (DSA) to be installed at each main ductshaft, to maintain a code compliant fire rating between each floor, as well as adjacent walls (total of 10 locations)

Benefit: Ensures a compliant fire rating within the building.

Requested by: Division of State Architect

CO Type: Agency Driven

Change Amount: ..... $ 32,576.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$32,576.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	162,304.00
Net sum prior to this Change Order	$	3,587,120.00
Amount of Change Order No. 7	$	32,576.00
New Contract Sum	$	3,619,696.00
Percentage of Change to Contract		5.7%

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_____, 2016

Requested By:

2/6/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 06

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: February 1, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 6.01

Building: CIS / Mathematics

Description: Add additional densdeck material at the boiler room, located at the roof of the CIS / Mathematics building.

Reason: Upon review of the proposed mechanical and plumbing equipment for the boiler room, it was determined that additional concrete was required to be installed to raise the floor as needed to achieve the mounting heights and clearances for each equipment scheduled to be installed within the boiler room. As a result, a layer of densdeck was provided above the insulation to provide a solid surface for the concrete to be poured to.

Benefit: Provided the mounting heights and clearances required to be achieved within the room.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 6,849.00

Time Extension: .....0 Work days

Item 6.02

Building: CIS / Mathematics

Description: Provide additional framing along the 1st and 2nd floor exterior windows (curtainwall C8) along the south elevation of the CIS / Mathematics building.

Reason: Upon review, it was determined that additional framing was required to be installed along the head of the window system, in order to allow a rigid attachment of the window system frame to the building.

Benefit: Ensured exterior window system achieves a sufficient structural attachment to the building.

Requested by: Hill Partnership, Inc.

CO Type: Design Omissions

Change Amount: ..... $ 18,891.00

Item 6.03

Building: CIS / Mathematics
Description: Provide additional framing along the south and east elevations of the boiler room, located on the roof of the CIS / Mathematics.
Reason: Upon review, it was determined that additional framing was required to be provided over the elevator shaft, in order to provide sufficient backing to receive the proposed plaster system.
Benefit: Additional framing ensures sufficient backing for plaster system.
Requested by: Hill Partnership, Inc.
CO Type: Design Omissions

Change Amount: ..... $ 6,008.00

Item 6.04

Building: CIS / Mathematics
Description: Provide additional framing and drywall located along the north elevation of room 114.
Reason: Upon review, it was determined that additional framing and drywall was needed to fur out the original framed wall, and to accommodate the proposed in-wall sewer utility line.
Benefit: Additional sewer utility line is concealed within wall framing.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Unforeseen condition

Change Amount: ..... $ 2,393.00

Item 6.05

Building: CIS / Mathematics
Description: Provide additional framing and drywall located above the interior storefront assemblies of the 1st and 2nd floor stairs of the CIS/ Mathematics building.
Reason: Upon review, it was determined required that additional framing and drywall was required by the Division of State Architect (DSA) to be installed to maintain a code compliant fire rating at each floor of the stairway.
Benefit: Ensures compliant fire rating and safe egress from the interior and building.
Requested by: Division of State Architect
CO Type: Agency Driven

Change Amount: ..... $ 4,678.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....$38,819.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	123,485.00
Net sum prior to this Change Order	$	3,548,301.00
Amount of Change Order No. 6	$	38,819.00
New Contract Sum	$	3,587,120.00
Percentage of Change to Contract		4.7%

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_____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02/15/17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 05 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: February 1, 2017 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 5.01

Building:	Fine Arts
Description:	Remove and replace four (4) door frames on behalf of the Bid Category #09 (BC 09-Doors/ Frames/ Hardware) prime contractor.
Reason:	Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension, requiring the installed door frames to be removed by Sierra Lathing (BC 11), and replaced with new door frames. Reference Design Hardware (BC 09) deductive Change Order #02.
Benefit:	Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 10,512.00

Time Extension: .....0 Work days

Item 5.02

Building:	Fine Arts
Description:	Add additional framing and drywall above the fire riser room, located along the north end of the exterior workyard of the Fine Arts building.
Reason:	Upon review, it was determined that additional framing and drywall was needed to conceal an exposed area above the concrete shearwalls, and protect the interior of the room from the elements of the exterior.
Benefit:	Ensured the interior of the room was protected from exterior elements.
Requested by:	Hill Partnership, Inc.
CO Type:	Design Omission

Change Amount: ..... $ 3,283.00

Time Extension: .....0 Work days

Item 5.03

Building: Fine Arts
Description: Add additional wood nailers and framing along the roof of the exterior bridge and east parapet.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof of the exterior bridge and east parapet, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 18,398.00

Time Extension: .....0 Work days

Item 5.04

Building: Fine Arts
Description: Add additional lathing and plaster material to accommodate additional sheet metal flashings along the north and east elevations of the building parapet.
Reason: Upon review, it was recommended to add additional sheet metal flashings between the framed parapets and concrete shearwalls, above and beyond what necessary, in an effort to minimize any potential for future infiltration of exterior elements into the building.
Benefit: Additional flashing ensures enhanced protection of building from exterior elements.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Directive

Change Amount: ..... $ 16,499.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$48,692.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	74,793.00
Net sum prior to this Change Order	$	3,499,609.00
Amount of Change Order No. 5	$	48,692.00
New Contract Sum	$	3,548,301.00
Percentage of Change to Contract		3.6%

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 _____, 2016

Requested By:

2/3/17
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

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

Reviewed By:

03/03/2017
(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:

02.15.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

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

Reviewed By:

02/24/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 04

Contract # 13P032-11

To: Sierra Lathing Company, Inc
1189 West Leiske Drive
Rialto, CA 92376
Phone: 909-421-0211
Fax: 909-421-0346

Date: August 26, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Building: CIS / Mathematics
Description: Add additional framing to accommodate the equipment roof curbs for three (3) Condensing Units at the roof of the CIS/ Mathematics building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 2,454.00

Time Extension: .....0 Work days

Item 4.02

Building: CIS / Mathematics
Description: Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along southwest and southeast elevations of the Fine Arts building.
Reason: A request was made to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit: Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by: Division of State Architect (DSA)
CO Type: Agency Driven

Change Amount: ..... $ 2,745.00

Time Extension: .....0 Work days

Item 4.03

Building: CIS / Mathematics
Description: Add additional framing to accommodate 60" clearance of accessibility within restroom, located on the 2nd floor of the CIS / Mathematics building.
Reason: Upon review, it was determined the north wall of the restroom had to be re-framed in order to accommodate the required 60" clearance of accessibility within the restroom.
Benefit: Additional framing ensures sufficient clearance of accessibility within restroom.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 3,035.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$8,234.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	66,559.00
Net sum prior to this Change Order	$	3,491,375.00
Amount of Change Order No. 4	$	8,234.00
New Contract Sum	$	3,499,609.00
Percentage of Change to Contract		2.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
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:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 03 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: August 26, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Building:	Fine Arts
Description:	Add additional drywall along the interior face of exterior walls along the south east elevation of the Fine Arts building.
Reason:	Upon review, it was determined that additional drywall was required to conceal the horizontal gap between the allowable tolerance of vertical steel between the 1st floor and roof.
Benefit:	Eliminates exposed horizontal gap between framing and concrete deck at 2nd floor and roof.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Owner Requested

Change Amount: ..... $ 5,120.00

Time Extension: .....0 Work days

Item 3.02

Building:	Fine Arts
Description:	Add additional anchors at lathing trim to accommodate plaster at concrete shearwalls along north and south elevations of the Fine Arts building.
Reason:	A request was made by the Division of State Architect (DSA) to provide additional anchors to support the lathing trim scheduled to receive the plaster of the concrete shearwalls.
Benefit:	Additional anchors provide sufficient support of plaster over concrete shearwalls.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Agency Driven

Change Amount: ..... $ 4,020.00

Time Extension: .....0 Work days

Item 3.03

Building: Fine Arts
Description: Add additional framing to accommodate a metal stud shearwall, approx 7 linear feet, located at the Display Gallery of the Fine Arts building.
Reason: Upon review, it was determined that a portion of the north wall of the Display Gallery was required to be converted into a shearwall, as the original framing attachment could not be installed per plan, due to conflicts between the southern concrete shearwall and structural steel.
Benefit: Additional framing provides sufficient structural support of the north wall to the building structure.
Requested by: Hill Partnership, Inc.
CO Type: Design Errors

Change Amount: ..... $ 1,943.00

Time Extension: .....0 Work days

Item 3.04

Building: Fine Arts
Description: Additional framing to accommodate north portion of wheelchair lift.
Reason: Upon review, it was determined by the Manufacturer that additional framing, above and beyond the design, and was required to be installed, in order to accommodate the proposed wheelchair lift.
Benefit: Additional framing ensures proposed wheelchair lift will function as intended by the manufacturer.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 1,137.00

Time Extension: .....0 Work days

Item 3.05

Building: Fine Arts
Description: Additional framing to accommodate the equipment roof curbs for one (1) Condensing Unit (CU-7) and eight (8) exhaust fans at the roof of the Fine Arts building.
Reason: Upon review, it was determined by the roofing Manufacturer that additional framing, above and beyond the design, was required to be installed at the roof curb for the condensing unit and exhaust fans, in order to achieve the required roofing warranties.
Benefit: Additional wood framing ensures clearance compliance with the roofing manufacturer for full warranty of the roof.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Requested

Change Amount: ..... $ 8,153.00

Time Extension: .....0 Work days

Item 3.06

Building: Fine Arts

Description: Add additional framing to accommodate in-wall plumbing for compressed air in rooms 109 and 142.

Reason: Upon review, it was determined that three (3) walls were required to be furred out and widened, in order to accommodate the proposed piping for compressed air.

Benefit: Additional framing ensures in-wall plumbing for compressed air in each room is adequately framed within each wall cavity.

Requested by: Hill Partnership, Inc.

CO Type: Design Errors

Change Amount: ..... $ 5,004.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$25,377.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	41,182.00
Net sum prior to this Change Order	$	3,465,998.00
Amount of Change Order No. 2	$	25,377.00
New Contract Sum	$	3,491,375.00
Percentage of Change to Contract		1.9%

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
19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 02 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building:	CIS Math
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscelaneous Metal) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #02.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 1,279.00

Time Extension: .....0 Work days

Item 2.02

Description:	Replacement of door frame assemblies on behalf of Bid Category #09 (BC 09-Door/Frames/Hardware) prime contractor.
Reason:	Multiple door frame assemblies were provided by Design Hardware (BC 09) with incorrect configuration. As a result, the door frames were requested to be replaced by Sierra (BC 11-Metal Stud/Drywall & Plaster). Reference Design Hardware (BC 09) deductive Change Order #01.
Benefit:	Ensured proper function of door systems.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 3,748.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $5,027.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	36,155.00
Net sum prior to this Change Order	$	3,460,971.00
Amount of Change Order No. 2	$	5,027.00
New Contract Sum	$	3,465,998.00
Percentage of Change to Contract		1.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project:	Cerritos College Fine Arts & CIS Math	Change Order Number: 01 Contract # 13P032-11
To:	Sierra Lathing Company, Inc 1189 West Leiske Drive Rialto, CA 92376 Phone: 909-421-0211 Fax: 909-421-0346	Date: September 6, 2016 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building:	Fine Arts
Description:	Added additional metal clips to attach exterior framing to steel structure on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Anderson Charnesky Structural Steel (BC 05) erected the structural steel members along the west and east elevations of the building structure slightly out of allowable steel tolerences. As a result, additional metal clips were required to be installed by Sierra Lathing (BC 11-Metal Stud/ Drywall & Plaster) in order to allow proper attachment of the exterior metal stud framing to the steel structure. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensures sufficient structural attachment of framing to steel.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 7,151.00

Time Extension: .....0 Work days

Item 1.02

Building:	Fine Arts
Description:	Additional man hours completed to accelerate work on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason:	Additional hours were required in order to make up time impacted by ACSS (Anderson Charnesky Structural Steel) (BC 05). ACSS did not procure the perimeter steel columns timely, which impacted the progress of exterior framing. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit:	Ensured the delayed material does not affect the construction schedule.
Requested by:	Tilden-Coil Constructors, Inc.
CO Type:	Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ 8,198.00

Time Extension: .....0 Work days

Item 1.03

Building: Fine Arts
Description: Additional layer of drywall required along west elevation of building on behalf of Bid Category #05 (BC 05-Structural Steel & Miscellaneous Metals) prime contractor.
Reason: Anderson Charnesky Structural Steel (BC 05) erected the steel members on the west elevation of the structure slightly out of allowable tolerance. As a result, an additional layer of drywall was required. Reference Anderson Charnesky Structural Steel (BC 05) deductive Change Order #01.
Benefit: Ensured the interior perimeter walls on west elevation are plumb.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 18,269.00

Time Extension: .....0 Work days

Item 1.04

Building: Fine Arts
Description: Replacement of drywall due to trade damage on behalf of bid category #08 (BC 08-Roofing) prime contractor.
Reason: Best Contracting (BC 08) failed to properly protect the roof substrate at areas where roofing work was not complete. As a result, drywall was required to be replaced on behalf of Bid Category #08. Reference Best Contracting (BC 08) deductive change order #01.
Benefit: Ensured quality installation of drywall.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the district.

Change Amount: ..... $ 2,537.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$36,155.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	3,424,816.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	3,424,816.00
Amount of Change Order No. 1	$	36,155.00
New Contract Sum	$	3,460,971.00
Percentage of Change to Contract		1.1%

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 19th of October, 2016

Requested By:

9/12/16
(SIGNATURE & DATE)
SIERRA LATHING COMPANY, INC
RAY LYTLE
1189 West Leiske Drive
Rialto, CA 92376

Approved By:

10/21/16
(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELWALLA
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

9-27-16
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-11

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

Address: 1189 West Leiske Drive, Rialto, Ca 92376
Phone: 909-421-0211
Fax: 909-421-0346

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, 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: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. ~~**Loss Or Damage**: The District and its authorized representatives shall not in any way~~ or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9 and C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Million Four Hundred Twenty-Four Thousand Eight Hundred Sixteen and 00/100 Dollars

($ 3,424,816.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

One-Million, Eight-Hundred, Twenty-Five Thousand, Five-Hundred, Nine Dollars	**$1,825,509.00**

CIS/Math:

One-Million, Five-Hundred, Ninety-Nine Thousand, Three-Hundred, Seven Dollars	**$1,599,307.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

Print Name: ~~Gary Waldron, Sr.~~ Gary Waldron, Jr Vice president

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** 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 **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 11** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

Gary Waldron, Jr - Vice President
~~Gary Waldron, Sr. President~~
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATAL
VICE PRESIDENT OF BUSINESS SVCS
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 13P032, Category 09), ABBA Distributors dba Design Hardware, Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit] in the deductive amount of $12,129 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The deductive amount from Change Order No. 2 will be $12,129, decreasing the contract amount to $499,625. Funding will be re-allocated to the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to ABBA Distributors dba Design Hardware of Los Angeles, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 09 represents the Doors/Frames/Hardware element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 2 is $12,129. The original contract amount approved by the Board was $515,502. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to a credit on Design Hardware's behalf to offset the cost incurred by Sierra Lathing Co., Inc. to remove and replace multiple door frame assemblies in the Fine Arts Building with the incorrect configuration that were provided by Design Hardware; this can be referenced in Change Order No. 5 submitted by Sierra Lathing Co., Inc. Change Order No. 2 also is due to a credit to offset the cost to relocate conduit above the door frames to ensure that proper wiring pathways in the Fine Arts Building were provided. 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	April 5, 2017	($12,129)	-3.1%
	1	January 18, 2017	($3,748)	-0.7%

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. 2 to Contract No. 13P032-09 – ABBA Distributors dba Design Hardware
Change Order No. 1 to Contract No. 13P032-09 – ABBA Distributors dba Design Hardware
Contract No. 13P032-09 – ABBA Distributors dba Design Hardware

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-09

To: Design Hardware
6053 West 3rd Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

Date: February 7, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts
Description: Credit to offset the cost to remove and replace four (4) door frames installed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.
Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11), were fabricated incorrectly in dimension. As a result the door frames were requested to be removed and replaced by Sierra (BC 11). Reference Sierra Lathing (BC 11) Change Order #05.
Benefit: Ensured the correct door frames were installed to accommodate the specified doors, glazing, and door hardware.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ (10,512.00)

Time Extension: .....0 Work days

Item 2.02

Building: Fine Arts
Description: Credit to offset the cost to relocate conduit installed by Bid Category #19 (BC 19-Electical) prime contractor.
Reason: Upon review, it was determined that the hollow metal door frames, procured by Design Hardware (BC 09) and installed by Sierra Lathing (BC 11) were fabricated incorrectly in dimension. As a result the conduit above the door frames was relocated to accommodate the newly sized door frames by RDM Electric (BC 19). Reference RDM Electric (BC 19) Change Order #03.
Benefit: Ensured the proper pathways be provided for the wiring above the correct door frames.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ (1,617.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $(12,129.00)
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	515,502.00
Net change by previous Change Order	$	(3,748.00)
Net sum prior to this Change Order	$	511,754.00
Amount of Change Order No. 2	$	(12,129.00)
New Contract Sum	$	499,625.00
Percentage of Change to Contract		-3.1%

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_____, 2017

Requested By:

3X 2/28/17
(SIGNATURE & DATE)
DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

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

Reviewed By:

3/6/2017
(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:

03.02.17
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

3/3/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

03/07/17
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-09

To: Design Hardware
6053 West 3rd Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

Date: September 6, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS Math

Description: Credit to offset the cost to replace door frame assembelies installed by Bid Category #11 (BC 11-Metal Stud/Drywall & Plaster) prime contractor.

Reason: Multiple door frame assemblies were provided by Design Hardware (BC 09-Door/Frames/Hardware) with incorrect configuration. As a result the door frames were requested to be replaced by Sierra (BC 11). Reference Sierra Lathing (BC 11) Change Order #02.

Benefit: Ensured proper function of door systems.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of both change orders is a net **$0.00** cost to the District.

Change Amount: ..... $ (3,748.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **$(3,748.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	515,502.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	515,502.00
Amount of Change Order No. 1	$	(3,748.00)
New Contract Sum	$	511,754.00
Percentage of Change to Contract		-0.7%

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 18th of January ~~2016~~ 2017

Requested By:

9/15/16

(SIGNATURE & DATE)

DESIGN HARDWARE
RON WAGGONER
6053 West 3rd Street
Los Angeles, CA 90036

Approved By:

1/19/17

(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:

12-16-16

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.22.16

(SIGNATURE & DATE)

HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

9/23/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

10/26/16

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Fine Arts-CIS/Math Building / BID NO.: 13P032

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-09

BID CATEGORY: 09, Doors/Frames/Hardware

DOLLAR VALUE: $515,502.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Abba Distributors dba Design Hardware Company

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Abba Distributors dba Design Hardware
Address: 6053 West Third Street, Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-0459

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Abba Distributors dba Design Hardware Company** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 09, Doors/Frames/Hardware
   ("Project")

   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 **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors.

The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

   In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

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

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-6 and C-28 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. [**Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.]

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Hundred Fifteen Thousand Five Hundred Two and 00/100 Dollars

($ 515,502.00),

Total contract amount is divided among the two building projects as follows:

Fine Arts:

Three-Hundred, Fifty-Six Thousand, Nine-Hundred, Sixty Dollars	**$356,960.00**

CIS/Math:

One-Hundred, Fifty-Eight Thousand, Five-Hundred, Forty-Two Dollars	**$158,542.00**

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.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

ABBA DISTRIBUTORS DBA
DESIGN HARDWARE COMPANY

By: _____

Title: President

Print Name: Nathaniel Abramson

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

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

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-09

The Agreement made and entered on **October 2, 2014** 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 **Design Hardware** with its principal place of business at 6053 West Third Street, Los Angeles, CA 90036 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 09** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

This Amendment replaces the original Baseline Schedule (14-017/018B) with the run date of June 5, 2014, ("Original Schedule") from the original bid documents with Baseline Schedule (14-017/018B-1) with the run date of October 8, 2014, ("Revised Schedule") attached hereto as Exhibit "A" for the above-referenced project.

By signing below, the undersigned ("Contractor") acknowledges that the Original Schedule is superseded and replaced by the Revised Schedule.

The Contractor acknowledges that the attached Revised Schedule contains revised Substantial Completion dates and Contractor agrees to be bound to all aspects of the Project Schedule as shown on the Revised Schedule.

The Contractor acknowledges and agrees that this Amendment adds no additional obligations, including Time or Cost (both as defined in the original bid documents), to the District for the above referenced Project.

The parties hereto agree that this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Except as, and to the extent expressly set forth in this Amendment, the parties hereby affirm the terms and provisions of, and affirm the efficacy and primacy of, the original bid documents and related Agreement for the Project. All references to the Agreement in the Agreement for the Project and in this Amendment shall now refer to the Agreement as amended hereby.

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:
Design Hardware

By: _____
Signature

Nathaniel Abramson, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

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

SUBJECT: Consideration of Approval of Agreement with KNN Public Finance LLC for Municipal Advisory Services

ACTION
It is recommended that the Board of Trustees approve the Agreement with KNN Public Finance LLC for municipal advisory services.

FISCAL IMPACT
Funding will be provided from bond proceeds (cost of issuance) based on the type of financing.

REPORT SUMMARY
Cerritos College annually consulting with a financial advisor to provide independent, objective, and expert advice on financing options, analyses to determine the most appropriate and cost-effective financing methods, terms, security provisions and repayment structures in connection with prospective financing of bonds.

SERVICES
KNN PUBLIC FINANCE, LLC
AGREEMENT FOR MUNICIPAL ADVISORY SERVICES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into an Agreement with KNN Public Finance, LCC, for municipal advisory services as required by Cerritos College. Municipal advisory services (also refer to as financial advisory services) provided by KNN include, but are not limited to, providing strategies seeking optimal financing pricing, providing ongoing support, monitoring for possible refunding, and assistance with the structure of the financing in order to be in compliance with public finance laws but most importantly determining the most cost effective option for the taxpayer.

Senate Bill No. 1029, which is effective January 1, 2017, mandates new reporting requirements to the California Debt and Investment Advisory Commission and adoption of debt management policies and procedures before any new issuance can made. Municipal Advisor will assist in meeting these new reporting requirements and assist in the development of debt management policies and procedures.

The Agreement for municipal advisory services was established to ensure consistency of terms and conditions among all professional services.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with KNN. Staff finds the rates as proposed by KNN for the Agreement fair and reasonable. The amount of fees will be determined and agree upon for each financing transaction based on but not limited to, the size, amount, and complexity and will not exceed the fee schedule.

Type of Financing	Agreement Rates
General Obligation Bonds	NTE $60,000
Bond Anticipation Notes	NTE $60,000
Certificate of Participation	NTE $60,000
Refunding Bonds	NTE $60,000
Private Placement	NTE $25,000
Tax and Revenue Anticipate Notes (TRAN)	NTE $15,000

Period: The time period of the agreement is from April 5, 2017 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 16C0171 – KNN Public Finance, LLC

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0171

PARTIES AND DATE

This Agreement is made and entered into this **5th** 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 **KNN Public Finance LLC** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 1300 Clay Street, Suite 1000, Oakland, CA 94612. 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 **Municipal Advisory Services**, as directed by DISTRICT; and

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

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Services as more fully detailed in Scope of Work (SOW), attached hereto as Exhibit "B" (2 pages, with noted DISTRICT changes) and is incorporated herein by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform its services in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **April 5, 2017**, and end on **June 30, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services 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 contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. The **total Not-to-Exceed amount per financing** will be based on the type of financing, exclusive of any reimbursable costs, based upon the fee schedule as outlined in Exhibit "B". The DISTRICT and CONTRACTOR will discuss and agree upon the amount of fees for each financing transaction based on the fee schedule as outlined in Exhibit "B". Services shall be as-needed at the request of DISTRICT'S Representative.

3.2 Expenses. DISTRICT agrees to reimburse CONTRACTOR expenses in performance of the Agreement. The total **Not-to-Exceed amount** of reimburse expenses shall be **THREE THOUSAND AND 00/100 dollars ($3,000.00)**, per each financing. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, data information.

3.3 Invoices for payment will be provided at closing of each financing. 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.

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.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe R. Lopez, Vice President of Business Services, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Joanna Bowes, Managing Director, KNN Public Finance** 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.

CONTRACTOR represents that in connection with the issuance of municipal securities, CONTRACTOR may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, the CONTRACTOR hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding CONTRACTOR's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair CONTRACTOR's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If the CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to the Issuer in a timely manner.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by

CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable

event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit “A”, attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 **NON-WAIVER**. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 **COOPERATION; FURTHER ACTS**. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 **ATTORNEYS' FEES**. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 **AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 **NO THIRD-PARTY RIGHTS**. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

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

28.0 **TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

29.0 **ENTIRE AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 **NOTICE**. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR: KNN Public Finance**
Representative: Felipe R. Lopez Vice President of Business Services Tel: (562) 860-2451 Ext. 2242	Representative: Joanna Bowes, Managing Director *(Name & Title)* Tel: (510) 839-8200
For Notices: Cerritos Community College District Business Services 11110 Alondra Boulevard Norwalk, CA 90650-6203 Fax: (562) 467-5020	For Notices: KNN Public Finance LLC 1300 Clay Street, Suite 1000 Oakland, CA 94612 Fax: (510) 208-8282

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , a organized under the laws of the state of with its principal place of business at ("CONTRACTOR"), is **AMENDED** on , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

EXHIBIT "B"

CERRITOS COMMUNITY COLLEGE DISTRICT
SCOPE OF WORK (SOW)

1. **SCOPE OF WORK (SOW).** The SOW is detailed in the attachment, dated February 8, 2017, attached hereto as Exhibit "B" (2 pages, with noted DISTRICT changes) and is incorporated herein by this reference.

2. **ADDITIONAL DELIVERABLES**. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, Duties of Non-Solicitor Municipal Advisors, KNN Public Finance ("CONTRACTOR") is required to deliver certain written disclosures to Cerritos Community College District upon, before or retroactively.

2.1. Under MSRB Rule G-42, the required written disclosures of a Municipal Advisor include, at a minimum the following:
- 2.1.1. Date of the Contract/Engagement Agreement or Letter
- 2.1.2. Scope of Municipal Advisory services to be performed
- 2.1.3. Term of agreement
- 2.1.4. Compensation arrangement
- 2.1.5. Termination details
- 2.1.6. Conflicts of interest, or statement that there are no conflicts of interest
- 2.1.7. Disciplinary history and legal events, or statement that there are none along with location where information can obtained on the SEC EDGAR system (Form MA and MA-I's).

3. **LEGAL OR DISCIPLINARY EVENTS.** CONTRACTOR has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of CONTRACTOR's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access CONTRATOR's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at http://brokercheck.finra.org. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on CONTRACTOR's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Cerritos Community College District
February 8, 2017

Scope of Municipal Advisory Services

A. Bond Program Management.

1. *General Management.* Advise the District as to the decisions that need to be made and the actions that need to be taken, including the schedule of the issuance and structure of bonds, the expenditure of bond proceeds, the levy and collection of taxes, and the repayment of bonds issued.

2. *Timing of Issues.* Advise as to the timing for each series of bonds to be sold based upon the District's historical and projected bond program expenditures, market interest rate environment, work schedules of the interested parties, and other factors.

3. *Sizing of Issues.* Advise as to the sizing of each series of bonds to be sold based upon District bond program needs, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the bond program, and other matters.

4. *Structure of Issues.* Advise as to the repayment structure of each series of bonds to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.

5. *Ongoing Support.* Answer questions, attend meetings, and make presentations as appropriate to support the bond program.

6. *Monitor for Refundings.* Monitor interest rates and evaluate refunding opportunities for outstanding general obligation bonds. Provide periodic updates to the District on the feasibility of refunding outstanding bonds.

7. *Evaluate Financing Alternatives.* Evaluate non-general obligation bond financing alternatives whether developed by KNN Public Finance, inquired about by the District, or presented to the District by a third party. Recommend financing alternatives to be pursued based on such evaluations.

B. Issuance of Securities.

1. *Coordination and Communication.* Attend all meetings and present materials in connection with any bond financing issues as requested by the District.

2. *Manage Financing Process.* Manage the financing process, on behalf of the District. In connection with each series of bonds sold, prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a timely manner.

3. *Authorizing Documentation.* Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution

prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.

4. *Financial Documentation.* Review the draft official statement prior to its approval by the governing board, prior to the posting of the preliminary official statement, and prior to the printing of the final official statement.

5. *Rating and Insurance Process.* Determine appropriate strategy for the rating and insurance process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, work in conjunction with the District's underwriter and bond counsel to prepare a presentation booklet and prepare the appropriate District representatives to make such presentation, and assist in presenting to insurance and rating agencies.

6. *Closing Documentation.* Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.

7. *Ongoing Responsibilities.* Review with the District certain ongoing responsibilities of the District in connection with the financing, and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

Exhibit B
Compensation*

Municipal Securities FA Fees

General Obligation Bonds Bond Anticipation Notes Certificates of Participation Lease Revenue Bonds General Obligation Refunding Bonds	Not to exceed $60,000 for each issuance

For future series of bonds, the District and KNN will discuss fees and agree upon amount prior to issuance.

Municipal Lease Private Placement	Not to exceed $25,000 for each issuance
Tax and Revenue Anticipate Notes	Not to exceed $15,000 for each issuance

Non-Transaction FA Consulting Hourly Fees

The below hourly fees are for non-transaction engagements, which are subject to pre-approval from the District, and shall include a not-to-exceed amount.

Director	$300
Vice President	$275
Associate	$250
Analyst	$225

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Award Independent Contractor Services Agreement with Vicenti, Lloyd & Stutzman LLP for Cerritos College's Independent Audit Services

ACTION

It is recommended that the Board of Trustees approve the award and authorize the District to enter into an Independent Contractor Services Agreement with Vicenti, Lloyd & Stutzman LLP to conduct the District's annual independent audit and provide additional accounting/auditing services for Fiscal Year (FY) 16/17 and FY 17/18, with the option of three (3) one-year renewals for FY 18/19, FY 19/20, and FY 20/21 pursuant to Request for Proposals (RFP) No. 16C0138, Independent Audit Services.

FISCAL IMPACT

The not-to-exceed agreement shall be in the amounts as detailed below under the financial implications. Funding for the independent audit services will be allocated from the Fiscal Services Department and the appropriate GO Bond.

REPORT SUMMARY

On February 6, 2017 and February 13, 2017, Cerritos College advertised the release of Request for Proposals (RFP) No. 16C0138 for Independent Audit Services. In addition to public advertisement in a local publication, all auditors on from the College's vendor list were invited to provide proposal for the independent audit services.

The RFP had a due date of March 7, 2017. The services include, but are not limited to, an annual audit of all funds and accounts under the jurisdiction and control of the District, as well as the annual audits of both Measure CC and Measure G under Proposition 39, and the Cerritos College Foundation.

The company selected will enter into a contract with the District through the District's standard Independent Contractor Services Agreement. The agreement contains the general terms and conditions under which the contractor will perform independent audit services to the District. The term of a contract awarded pursuant to the RFP would be for two years starting on April 15, 2017 and ending on April 14, 2019, with the option of three one-year renewal terms.

The evaluation committee determined that Vicenti, Lloyd & Stutzman LLP (VLS) to be the most qualified to provide the aforementioned services and also provides the best value to the District. A Best and Final Offer (BAFO) was sent to the company on March 16, 2017 and received on March 20, 2017. Upon completion of the District's due diligence review and further negotiations with the company, the District finds that contracting with VLS through an Independent Contractor Agreement is in the best interest of the District.

The fixed price cost of the independent audit services are detailed below and funding shall be allocated from the Fiscal Services Department and the appropriate GO Bond.

The District is recommending that the Board of Trustees authorize the District to enter into an Independent Contractor Services Agreement with VLS for independent audit services.

Financial Implications
The financial implications are further detailed, as follows:

PROPOSED FISCAL YEAR FIXED PRICE					
	INITIAL TERM		OPTIONAL RENEWAL TERMS		
Audit Requirements:	**FY 2016/2017**	**FY 2017/2018**	**FY 2018/2019**	**FY 2019/2020**	**FY 2020/2021**
1) District Annual Audit (Fixed-Price):	$57,500	$57,500	$59,00	$60,500	$62,000
2) Optional Services (Fixed-Price)					
▪ Cerritos Foundation Audit and Tax Filing:	$8,800 $1,200	$8,800 $1,200	$9,000 $1,200	$9,200 $1,200	$9,400 $1,200
▪ Measure CC Audit	$6,500	$6,500	$6,500	$6,500	$6,500
▪ Measure G Audit	$8,500	$8,500	$8,700	$8,900	$9,100
3) Hourly Rates for Additional Audit Services as Required:	PROPOSED HOURLY RATES:				
▪ Partner	$285	$285	$290	$290	$295
▪ Senior Manager	$220	$220	$225	$225	$230
▪ Manager	$190	$190	$195	$200	$205
▪ Supervising/Senior Staff	$150	$150	$155	$160	$165
▪ Junior Staff	$100	$100	$105	$110	$115
▪ Clerical	$45	$45	$47	$47	$50

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

ATTACHMENT(S)

Draft of Contract No. 16C0138, Independent Contractor Services Agreement -- Vicenti, Lloyd & Stutzman LLP

Cerritos College

DRAFT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR
INDEPENDENT AUDIT SERVICES

Contract No. 16C0138

PARTIES AND DATE

This Agreement 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 **Vicenti, Lloyd & Stutzman LLP** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 2210 E. Route 66, Glendora, CA 91740. 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 **Independent Audit Services**, 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. This Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, specifications, and documents therein, and attachments and addenda thereto.

1.1.1 Request for Proposals (RFP) No. 16C0138, Independent Audit Services dated February 6, 2017

1.1.2 Addendum No. 1 for RFP No. 16C0138, Independent Audit Services dated February 28, 2017

1.1.3 Contractor's Proposal dated March 7, 2017

1.1.4 Contractors Best and Final Offer (BAFO) dated March 20, 2017

1.2 The above documents are an integral part of the Agreement. By signing this Agreement, CONTRACTOR acknowledges that he or she has read, understood, and agrees with all terms of the Contract Documents within this Agreement, including, but not limited to, services provided, indemnification, insurance, standards of performance, and termination. CONTRACTOR shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents within this Agreement, and agrees to strictly abide by their meaning and intent.

1.3 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 more fully detailed in the above-referenced documents. CONTRACTOR shall perform **Independent Audit Services** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **April 15, 2017**, and end on **April 14, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the **Independent Audit Services** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. The District has the option of three (3) one-year renewal terms at the fixed pricing as submitted by Contractor.

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3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees.

PROPOSED FISCAL YEAR FIXED PRICE					
	INITIAL TERM		OPTIONAL RENEWAL TERMS		
Audit Requirements:	**FY 2016/2017**	**FY 2017/2018**	**FY 2018/2019**	**FY 2019/2020**	**FY 2020/2021**
1) District Annual Audit (Fixed-Price):	$57,500	$57,500	$59,00	$60,500	$62,000
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3) Hourly Rates for Additional Audit Services as Required:	PROPOSED HOURLY RATES:				
▪ Partner	$285	$285	$290	$290	$295
▪ Senior Manager	$220	$220	$225	$225	$230
▪ Manager	$190	$190	$195	$200	$205
▪ Supervising/Senior Staff	$150	$150	$155	$160	$165
▪ Junior Staff	$100	$100	$105	$110	$115
▪ Clerical	$45	$45	$47	$47	$50

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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 unless taken by exception as detailed in the contract documents incorporated into this Agreement under Page 1. Item 1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR.

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 Not Used.

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: Renee S. Graves, CPA, CGFM, Partner.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe Lopez, Vice President of Business Services, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Renee S. Graves, CPA, CGFM, Partner, Vicenti, Lloyd & Stutzman LLP** or her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including Government Accounting Standards Board (GASB) requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and

regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: $1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the

DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents

& Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit “A”, attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS’ FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such

litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

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

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
Representative: 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	For Notices: _____ _____ _____ _____
Fax: (562) 467-5020	Fax: _____

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

CONTRACTOR:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

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*

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 17-0405A Donation of Ceramics Equipment to Long Beach City College

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0405A, Donation of Ceramics Equipment, authorizing the donation of the surplus property, described as ceramics equipment listed on the Exhibit A of the attached Resolution, to Long Beach City College as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the ceramics equipment listed on Exhibit A of the attached Resolution. Long Beach City College ("LBCC") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the ceramics equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. LBCC is an educational partner to Cerritos College, and also strives to serve a diverse population of students by providing equitable access to affordable higher education. LBCC's Ceramics program does not have a sufficient yearly budget to purchase equipment, and as a result, this donation will greatly assist their program.

Under California Education Code section 81450.5, a community college district may donate any of its personal property to a school district, community college district, or other public entity, if all of the following criteria are met: (a) the district determines that the property is not required for its school purposes and that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for its school use; and (b) the recipient school district, community college district, or other public entity has had an opportunity to examine the property proposed to be donated.

Subject to the Board of Trustees approval, the District's Purchasing Department determines that the donation of property to LBCC would be in accordance with the District's Board Policy 6550, and held in the District's best interests. Pursuant to California Education Code section 81452 (c), the Resolution must be adopted by unanimous vote of those members present to be valid.

It is recommended that the Board of Trustees adopt Resolution No. 17-0405A, approving the authorization to donate the surplus property, described as ceramics equipment listed on Exhibit A of the attached Resolution, to LBCC as a donation of the District's personal property.

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

ATTACHMENT(S)
Resolution No. 17-0405A
Resolution No. 17-0405A Exhibit A

EXHIBIT A

DONATION OF DISTRICT PROPERTY:
CERAMICS EQUIPMENT TO LBCC

BOARD MEETING DATE: APRIL 5, 2017

Quantity	Description	CC #s	Serial #s
2 Each	Pacifica Wheel GT 400	022267 020497	135291 132605

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0405A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DONATION OF SURPLUS PROPERTY TO
LONG BEACH CITY COLLEGE:
CERAMICS EQUIPMENT**

WHEREAS, the Cerritos Community College District ("District) is the owner of the property described as Ceramics equipment listed on the attached Exhibit A; and

WHEREAS, each item of property listed is not satisfactory or is no longer suitable for District use due to a change in program or technology, and may be donated or otherwise disposed of; and

WHEREAS, pursuant to California Education Code section 81452 et. seq., this Resolution must be adopted by unanimous vote of those members present to be valid; and

WHEREAS, pursuant to California Education Code section 81452 (c), the property may be donated to Long Beach City College, ("LBCC") as (1) the property is not required for district purposes and is unsatisfactory and not suitable for district use, (2) LBCC is a public entity who has had an opportunity to examine the property to be donated; and

WHEREAS, LBCC has agreed to accept this property; and

WHEREAS, in accordance with the District's Board Policy 6550, this Resolution delegates authority to the Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq..

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.

Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.

Section 4. That this Resolution No. 17-0405A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 5th day of April, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____
President of the Board of Trustees of the Cerritos Community College District

Attested to:

_____
Clerk of the Board of Trustees of the Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Adoption of Resolution No. 17-0405D To Let Purchase Orders or Contracts with FieldTurf International, Inc. dba FieldTurf USA, Inc. via the California Multiple Award Schedules (CMAS) Contract Delivery Method for the Stadium Turf Replacement Project**

ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0405D, authorizing Cerritos College to let purchase orders or contracts via the California Multiple Award Schedules (CMAS) contract delivery method to FieldTurf International, Inc. dba FieldTurf USA, Inc. ("FieldTurf"), to procure goods and services to implement the Stadium Turf Replacement Project.

FISCAL IMPACT

The total sum shall be for the not-to-exceed amount of $1,707,661. Funding for goods and services to implement the Stadium Turf Replacement Project will be allocated from the GO Bond.

REPORT SUMMARY

The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
FIELDTURF INTERNATIONAL, INC. DBA FIELDTURF USA, INC.
STADIUM TURF REPLACEMENT PROJECT

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Cerritos College recommends that the District procure the scope of work required to replace the synthetic turf at the Stadium via the California Multiple Award Schedules (CMAS) contract delivery method. Field Turf is the CMAS vendor whose product has been selected through the end user design process.

Cerritos College would like to issue a purchase order or contract with FieldTurf to provide and install approximately 86,397 square feet of FieldTurf Revolution 360 outdoor artificial grass in-filled playing surface for use as a football field. This work includes the removal and disposal of existing turf and base, grading and drainage work, installation of the turf, college logos, football markings, maintenance equipment, and warranties; the total not-to-exceed amount would be $1,707,661.

Staff has reviewed the proposal to determine compliance with the plans and specifications for the project. The engineer's schematic design estimate for the project is $1,590,400; the proposed cost for DSA Approved Design by FieldTurf for these services is fair and reasonable. The procurement would be based on CMAS Contract No. 4-06-78-0031A.

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of $87,800 or more. As noted above, contracting with FieldTurf for this project exceeds the bid threshold.

California Public Contract Code Section 10298 authorizes local government agencies and school districts, including community colleges, to use CMAS and other Department of General Services agreements without competitive bidding. The CMAS contract allows public agencies to make purchases with the same terms, conditions, and prices as negotiated. The District finds that utilization of the California State Department of General Services Procurement Program is in the best interest of the District.

For the reasons stated above, staff recommends that the Board of Trustees authorize the letting of purchase orders or contracts to FieldTurf for the procurement of goods and services for the Stadium Turf Replacement project via the CMAS contract delivery method.

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

ATTACHMENT(S)
Resolution No. 17-0405D
FieldTurf International, Inc. dba FieldTurf USA, Inc. Proposal dated February 27, 2017
CMAS No. 4-6-78-0031A – FieldTurf International, Inc. dba FieldTurf USA, Inc.
Draft of Addendum No. 1 to CMAS No. 4-6-78-0031A – FieldTurf International, Inc. dba FieldTurf USA, Inc.

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0405D

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE USE OF THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
CONTRACT DELIVERY METHOD FOR CONTRACTING WITH
FIELDTURF INTERNATIONAL, INC DBA FIELDTURF USA, INC.
FOR THE STADIUM TURF REPLACEMENT PROJECT**

WHEREAS, the college recommends that the District let a purchase order or contract to FieldTurf International, Inc. dba Field Turf USA, Inc. ("FieldTurf") to procure goods and services to implement the Stadium Turf Replacement project; and

WHEREAS, the cost of the procurement with FieldTurf would exceed the bid threshold as set forth in Public Contract Code Section 20651; and

WHEREAS, California Public Contract Code Section 10298 authorizes local government agencies and school districts, including community colleges, to use California Multiple Award Schedules (CMAS) and other Department of General Services agreements without competitive bidding; and

WHEREAS, The CMAS contract allows public agencies to make purchases with the same terms, conditions, and prices as negotiated; and

WHEREAS, The District finds that utilization of the California State Department of General Services Procurement Program through use of a CMAS contract is in the best interest of the District.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. The District finds that utilization of the California State Department of General Services Procurement Program is in the best interest of the District.

Section 3. That the District approves and authorizes the letting of a purchase order and/or contract to FieldTurf for the procurement of goods and services for the Stadium Turf Replacement project.

Section 4. The Board of Trustees delegates to the President/Superintendent, or his designee, authority to execute a purchase order and/or contract necessary for the project work.

Section 5. That this Resolution No. 17-0405D shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 5th day of April, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____

President of the Board of Trustees of the Cerritos Community College District

Attested to:

_____

Clerk of the Board of Trustees of the Cerritos Community College District

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%)

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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.

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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

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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.

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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:_____

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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 othewise 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.

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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

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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

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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

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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)

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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)
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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.

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 will comply with the terms and conditions under the terms and conditions under the aforementioned contract defined in Exhibit "B"; 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:	**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: _____

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

"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":

"EXHIBIT B"

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".

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gifts

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

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

REPORT SUMMARY
The following items were received in February 2017 and December 2016 by Cerritos College as a donation:

For Use in the Physics and Astronomy Department

- Qty. 1 – Part No. 91527, CGE Pro Mount and Tripod
- Qty. 1 – Part No. 94187, Extra Counterweight 22 pounds
- Qty. 1 – Part No. 95512, Skyris 445C
- Qty. 1 – Part No. 95511, Skyris 618M

Donated by: Celestron
ATTN: Mr. Kevin Kawai
2835 Columbia St.
Torrance, CA 90503

The estimated value of the above item is $6,428.85

For Use in the Automotive Mechanical Repair Program

- 2014 Chevrolet Silverado (VIN: 3GCPCREH1EG212451)

  Donated by: Hooman Chevrolet of Culver City
  Attn: Jonathan Menge
  6101 West Slauson Ave.
  Culver City, CA 90230

The estimated value of the above item is $8,120.

For Use in the Automotive Mechanical Repair Program

- 2015 Chevrolet Suburban (VIN: 1GNSCJKC0FR263226)

  Donated by: Penske Chevrolet of Cerritos
  Attn: Arman Marukian
  18605 Studebaker Rd.
  Cerritos, CA 90703

The estimated value of the above item is $0.

For Use in the Woodworking Program

- Laguna Tools Disk Sander, 20 inch, 220 volt

  Donated by: Richard Hodgin
  11563 Manila Drive
  Cypress, CA 90630

The estimated value of the above item is $1,800.

For Use in the Woodworking Program

- Nova 24146 1624-44 Wood Lathe, 16 x 24 inch, 8-speed

  Donated by: Cliff Janes
  347 E. Hillcrest Blvd.
  Monrovia, CA 91016

The estimated value of the above item is $700.

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: **April 5, 2017**
Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of February 2017

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of February 2017.

FISCAL IMPACT
Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY
This report of purchase orders processed during the month of February 2017 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
February 2017 – 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
02/01/17	0000063970	C		02/02/2017	SCANTRON CORPORATION	FORMS	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	662.49	
						02/01/2017	**0000063970**	**SCANTRON CORPORATION**								**662.49**
02/01/17	0000063971	C		02/02/2017	UNIVERSITY OF CHICAGO PRESS	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	530.00	
						02/01/2017	**0000063971**	**UNIVERSITY OF CHICAGO PRESS**								**530.00**
02/01/17	0000063972	A		02/02/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4325	1230000	16-17	1,831.88	
						02/01/2017	**0000063972**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**1,831.88**
02/01/17	0000063973	C		02/02/2017	EBSCO SUBCRIPTION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	30.54	
						02/01/2017	**0000063973**	**EBSCO SUBCRIPTION SERVICES**								**30.54**
02/01/17	0000063974	C		02/02/2017	BUDGET RENT A CAR	RENTS/RENTALS	Letters	01.0	00000.0	00100	04400	5610	1551000	16-17	1,026.18	
						02/01/2017	**0000063974**	**BUDGET RENT A CAR**								**1,026.18**
02/01/17	0000063975	C		02/02/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76613	4550	6190000	16-17	147.07	
						02/01/2017	**0000063975**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**147.07**
02/01/17	0000063976	C		02/02/2017	R&B WHOLESALE DISTRIBUTORS, INC.	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	2,538.28	
						02/01/2017	**0000063976**	**R&B WHOLESALE DISTRIBUTORS, INC.**								**2,538.28**
02/01/17	0000063977	A		02/01/2017	SARTORIUS CORPORATION	AUTOBODY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03300	70200	6450	0900000	16-17	2,495.81	
						02/01/2017	**0000063977**	**SARTORIUS CORPORATION**								**2,495.81**
02/01/17	0000063978	C		02/01/2017	CURVATURE	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	804.75	
								41.1	00000.0	00002	73840	6450	7100000	16-17	1,631.25	

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
						02/01/2017	**0000063978**		**CURVATURE**							**2,436.00**
02/01/17	0000063979	A		02/01/2017	CRESTLINE CO.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	2,729.63	
						02/01/2017	**0000063979**		**CRESTLINE CO.**							**2,729.63**
02/01/17	0000063980	A		02/01/2017	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	7,567.24	
						02/01/2017	**0000063980**		**4IMPRINT**							**7,567.24**
02/01/17	0000063981	C		02/22/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	93.52	
						02/01/2017	**0000063981**		**AMAZON**							**93.52**
02/01/17	0000063982	C		02/02/2017	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	61.99	
						02/01/2017	**0000063982**		**FRANTONE'S PIZZA**							**61.99**
02/01/17	0000063983	A		02/01/2017	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	290.03	
						02/01/2017	**0000063983**		**4IMPRINT**							**290.03**
02/01/17	0000063984	C		02/22/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	124.75	
						02/01/2017	**0000063984**		**AMAZON**							**124.75**
02/01/17	0000063985	C		02/02/2017	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	1,017.96	
						02/01/2017	**0000063985**		**RODGER'S CATERING**							**1,017.96**
02/01/17	0000063986	C		02/02/2017	HOGUE, KATHY	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	21.75	
						02/01/2017	**0000063986**		**HOGUE, KATHY**							**21.75**
02/01/17	0000063987	C		02/01/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	276.51	

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
						02/01/2017	**0000063987**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**276.51**
02/01/17	0000063988	C		02/01/2017	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	86.40	
						02/01/2017	**0000063988**	**SCANTRON CORPORATION**								**86.40**
02/01/17	0000063989	C		02/01/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	169.81	
						02/01/2017	**0000063989**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**169.81**
02/01/17	0000063990	C		02/02/2017	BRUBAKER, LISA	MISCELLANEOUS	Counseling	01.3	00000.0	03003	73460	4550	6300000	16-17	956.94	
						02/01/2017	**0000063990**	**BRUBAKER, LISA**								**956.94**
02/01/17	0000063991	C		02/01/2017	ULINE	CABINETS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	16-17	1,550.07	
						02/01/2017	**0000063991**	**ULINE**								**1,550.07**
02/02/17	0000063992	C		02/02/2017	COMMUNITY COLLEGE LIBRARY	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	9,836.24	
						02/02/2017	**0000063992**	**COMMUNITY COLLEGE LIBRARY CONSORTIUM**								**9,836.24**
02/02/17	0000063993	C		02/02/2017	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00300	05100	5210	6730000	16-17	900.00	
						02/02/2017	**0000063993**	**LIEBERT CASSIDY WHITMORE**								**900.00**
02/02/17	0000063994	C		02/02/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	135.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	2,329.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	12,937.50	
						02/02/2017	**0000063994**	**PARKER & COVERT, L.L.P.**								**15,402.00**
02/02/17	0000063995	C		02/02/2017	TCB PRINTING	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	83.74	

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						02/02/2017	**0000063995**		**TCB PRINTING**							**83.74**
02/02/17	0000063996	C		02/02/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	4550	0964000	16-17	31.54	
						02/02/2017	**0000063996**		**TCB PRINTING**							**31.54**
02/02/17	0000063997	A		02/25/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	346.62	
						02/02/2017	**0000063997**		**BANK OF AMERICA**							**346.62**
02/02/17	0000063999	C		02/02/2017	VEX ROBOTICS, INC.	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	16-17	1,317.92	
						02/02/2017	**0000063999**		**VEX ROBOTICS, INC.**							**1,317.92**
02/02/17	0000064000	A		03/08/2017	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	361.25	
						MISCELLANEOUS		01.3	00000.0	00000	70260	4320	0900000	16-17	12.00	
						02/02/2017	**0000064000**		**CDW-GOVERNMENT INC**							**373.25**
02/02/17	0000064001	C		02/22/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Plastic Mfg Tech	01.0	00000.0	00000	02600	4320	0980000	16-17	237.08	
						02/02/2017	**0000064001**		**AMAZON**							**237.08**
02/02/17	0000064002	C		02/02/2017	INTERCONNECTING AUTOMATION, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	895.00	
						02/02/2017	**0000064002**		**INTERCONNECTING AUTOMATION, INC.**							**895.00**
02/03/17	0000064003	C		02/03/2017	FELDMAN, RON	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						02/03/2017	**0000064003**		**FELDMAN, RON**							**1,000.00**
02/03/17	0000064004	C		02/03/2017	ARTEAGA, ANTHONY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064004**		**ARTEAGA, ANTHONY**							**500.00**

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02/03/17	0000064005	C		02/03/2017	CASTANON, KARINA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064005**	**CASTANON, KARINA**								**500.00**
02/03/17	0000064006	C		02/03/2017	GOMEZ, ANALYSS	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064006**	**GOMEZ, ANALYSS**								**500.00**
02/03/17	0000064007	C		02/03/2017	GONZALEZ, EDUARDO ANDRES	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	700.00	
						02/03/2017	**0000064007**	**GONZALEZ, EDUARDO ANDRES**								**700.00**
02/03/17	0000064008	C		02/03/2017	SIMONS-ARAYA, ISAAC	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064008**	**SIMONS-ARAYA, ISAAC**								**500.00**
02/03/17	0000064009	C		02/03/2017	MUNOZ, CHRISTOPHER	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064009**	**MUNOZ, CHRISTOPHER**								**500.00**
02/03/17	0000064010	C		02/03/2017	TEUTLI, RAY NOE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064010**	**TEUTLI, RAY NOE**								**500.00**
02/03/17	0000064011	C		02/03/2017	WHITACRE, DONNELLA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	100.00	
						02/03/2017	**0000064011**	**WHITACRE, DONNELLA**								**100.00**
02/03/17	0000064012	C		02/03/2017	GARCIA, HOPE A.	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064012**	**GARCIA, HOPE A.**								**500.00**
02/03/17	0000064013	C		02/03/2017	TEUTLI, IZA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064013**	**TEUTLI, IZA**								**500.00**

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02/03/17	0000064014	C		02/03/2017	PINEDA, MARGARITA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/03/2017	**0000064014**		**PINEDA, MARGARITA**							**500.00**
02/03/17	0000064015	C		02/03/2017	RODRIGUEZ, GILBERT	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	1,660.35	
						02/03/2017	**0000064015**		**RODRIGUEZ, GILBERT**							**1,660.35**
02/03/17	0000064016	C		02/03/2017	STRATEGIC PRODUCTS AND	CONTRACTED SERVICES	Media	01.0	00000.0	00000	01220	5810	6130000	16-17	1,320.00	
						02/03/2017	**0000064016**		**STRATEGIC PRODUCTS AND SERVICES**							**1,320.00**
02/03/17	0000064017	C		02/03/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	1,408.64	
						RUBBISH COLLECTION/DISPOSA		01.0	00000.0	00000	02570	4320	1951000	16-17	60.00	
						02/03/2017	**0000064017**		**GOLDEN STAR TECHNOLOGY INC.**							**1,468.64**
02/03/17	0000064018	C		02/03/2017	U.S. ARMOR CORPORATION	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	749.29	
						02/03/2017	**0000064018**		**U.S. ARMOR CORPORATION**							**749.29**
02/03/17	0000064019	C		02/03/2017	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	72.81	
						02/03/2017	**0000064019**		**FLINN SCIENTIFIC INC**							**72.81**
02/06/17	0000064020	C		02/06/2017	CARROLL, DANI	REIMBURSEMENT	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	864.96	
						02/06/2017	**0000064020**		**CARROLL, DANI**							**864.96**
02/06/17	0000064021	C		02/06/2017	KRAYER, ADELLE	REIMBURSEMENT	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	168.67	
						02/06/2017	**0000064021**		**KRAYER, ADELLE**							**168.67**
02/06/17	0000064022	C		02/06/2017	SHORE, MARLENA	REIMBURSEMENT	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	302.72	

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						02/06/2017	**0000064022**	**SHORE, MARLENA**								**302.72**
02/06/17	0000064023	C		02/06/2017	LOERA, DIANE	REIMBURSEMENT	Accreditation	01.0	00000.0	00000	02100	5810	6013000	16-17	61.00	
						02/06/2017	**0000064023**	**LOERA, DIANE**								**61.00**
02/06/17	0000064024	C		02/06/2017	SCANTRON CORPORATION	MAINTENANCE AGREEMENTS	Instructional Office	01.0	00000.0	00000	02100	5630	6016000	16-17	1,835.00	
						02/06/2017	**0000064024**	**SCANTRON CORPORATION**								**1,835.00**
02/06/17	0000064025	C		02/06/2017	RODGER'S CATERING	CATERING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	233.88	
						02/06/2017	**0000064025**	**RODGER'S CATERING**								**233.88**
02/06/17	0000064026	A		03/07/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	52.31	
						MISCELLANEOUS		01.0	00000.0	00000	02260	4550	6780000	16-17	0.96	
						02/06/2017	**0000064026**	**BANK OF AMERICA**								**53.27**
02/06/17	0000064027	C		02/06/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	132.50	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	401.25	
						02/06/2017	**0000064027**	**ATKINSON, ANDELSON, LOYA, RUUD**								**533.75**
02/06/17	0000064028	A		02/06/2017	BULLETIN BRANDS INC.	CONFERENCE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76613	5830	6190000	16-17	884.78	
						02/06/2017	**0000064028**	**BULLETIN BRANDS INC.**								**884.78**
02/06/17	0000064029	C		02/06/2017	CALSTART	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	77330	5310	6190000	16-17	1,950.00	
						02/06/2017	**0000064029**	**CALSTART**								**1,950.00**
02/06/17	0000064030	C		02/06/2017	M.E.M.A.	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	77330	5310	6190000	16-17	275.00	

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						02/06/2017	**0000064030**	**M.E.M.A.**								**275.00**
02/06/17	0000064031	A		02/06/2017	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4325	1222000	16-17	838.11	
						02/06/2017	**0000064031**	**DYNATRONICS CORP**								**838.11**
02/06/17	0000064032	C		02/22/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	16-17	29.12	
						02/06/2017	**0000064032**	**AMAZON**								**29.12**
02/06/17	0000064033	C		02/06/2017	GLOBAL INDUSTRIAL	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	16-17	254.39	
						02/06/2017	**0000064033**	**GLOBAL INDUSTRIAL**								**254.39**
02/06/17	0000064034	A		02/06/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65060	6120	7100000	16-17	3,019.79	
						02/06/2017	**0000064034**	**PACIFIC COAST CABLING, INC.**								**3,019.79**
02/06/17	0000064035	A		02/09/2017	SOURCE ORTHO	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	9,999.58	
						02/06/2017	**0000064035**	**SOURCE ORTHO**								**9,999.58**
02/06/17	0000064036	A		02/06/2017	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	779.55	
						02/06/2017	**0000064036**	**GOLDEN STAR TECHNOLOGY INC.**								**779.55**
02/06/17	0000064037	A		03/07/2017	BANK OF AMERICA	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	107.09	
						MISCELLANEOUS		01.3	00000.0	00000	70260	4320	0900000	16-17	9.37	
						02/06/2017	**0000064037**	**BANK OF AMERICA**								**116.46**
02/06/17	0000064038	C		02/06/2017	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,453.81	
						02/06/2017	**0000064038**	**US BANK EQUIPMENT FINANCE**								**8,453.81**

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02/09/17	0000064039	A	1	02/16/2017	ACTION SALES	FOOD SERVICES SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	5,529.00	
								01.3	00000.0	00000	70260	6410	0900000	16-17	20,800.99	
						02/09/2017	**0000064039**	**ACTION SALES**								**26,329.99**
02/06/17	0000064040	P		02/17/2017	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	108.06	
						02/06/2017	**0000064040**	**AMAZON**								**108.06**
02/06/17	0000064041	C	1	02/15/2017	COMPUTERLAND - SILICON VALLEY	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	6,250.95	
						02/06/2017	**0000064041**	**COMPUTERLAND - SILICON VALLEY**								**6,250.95**
02/07/17	0000064042	A		03/08/2017	X-WINDER LLC	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	6450	0964000	16-17	3,895.81	
						02/07/2017	**0000064042**	**X-WINDER LLC**								**3,895.81**
02/08/17	0000064043	C		02/08/2017	JOURNEYWORKS PUBLISHING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	524.88	
						02/08/2017	**0000064043**	**JOURNEYWORKS PUBLISHING**								**524.88**
02/08/17	0000064044	A		02/16/2017	RUDDER, KEEON	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	16-17	430.05	
						02/08/2017	**0000064044**	**RUDDER, KEEON**								**430.05**
02/08/17	0000064045	C		02/08/2017	BARTLOW'S MICROSCOPE AND	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	605.00	
						02/08/2017	**0000064045**	**BARTLOW'S MICROSCOPE AND MEDICAL**								**605.00**
02/08/17	0000064046	C		02/08/2017	APPLE INC	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	16-17	53.29	
						02/08/2017	**0000064046**	**APPLE INC**								**53.29**
02/08/17	0000064047	C		02/08/2017	FOKI'S MICROSCOPE'S	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	591.19	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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						02/08/2017	**0000064047**	**FOKI'S MICROSCOPE'S INSTRUMENT**								**591.19**
02/08/17	0000064048	C		02/08/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	72003	5640	6190000	16-17	131.85	
						02/08/2017	**0000064048**	**PACIFIC COAST CABLING, INC.**								**131.85**
02/08/17	0000064049	C		02/08/2017	SHERATON CERRITOS HOTEL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70025	5810	6190000	16-17	2,700.91	
						02/08/2017	**0000064049**	**SHERATON CERRITOS HOTEL**								**2,700.91**
02/08/17	0000064050	C		02/08/2017	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	233.92	
						02/08/2017	**0000064050**	**CYNMAR CORPORATION**								**233.92**
02/08/17	0000064051	C		02/25/2017	BANK OF AMERICA	ADVERTISING	General Administration	69.4	00000.0	00000	01200	4550	6006000	16-17	878.79	
						MISCELLANEOUS		69.4	00000.0	00000	01200	4550	6006000	16-17	76.90	
						02/08/2017	**0000064051**	**BANK OF AMERICA**								**955.69**
02/09/17	0000064052	A	1	02/10/2017	GEIL INDUSTRIES	ART SUPP/EQUIP	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	14,983.27	
						02/09/2017	**0000064052**	**GEIL INDUSTRIES**								**14,983.27**
02/09/17	0000064053	X	1	03/09/2017	AXNER POTTERY SUPPLY	AUDIT SERVICES	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	1,413.76	
						02/09/2017	**0000064053**	**AXNER POTTERY SUPPLY**								**1,413.76**
02/09/17	0000064054	A		02/09/2017	LAGUNA CLAY COMPANY	ART SUPP/EQUIP	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	649.61	
						02/09/2017	**0000064054**	**LAGUNA CLAY COMPANY**								**649.61**
02/09/17	0000064055	C		02/25/2017	BANK OF AMERICA	ART SUPP/EQUIP	Fine & Applied Arts	01.3	00000.0	00000	71600	6450	1051000	16-17	900.45	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6450	1051000	16-17	6.21	

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						02/09/2017	**0000064055**	**BANK OF AMERICA**								**906.66**
02/09/17	0000064056	C		02/09/2017	HARTFORD CORDAGE & TWINE	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	433.95	
						02/09/2017	**0000064056**	**HARTFORD CORDAGE & TWINE**								**433.95**
02/09/17	0000064057	A		03/08/2017	LINCO	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	1,402.22	
						02/09/2017	**0000064057**	**LINCO**								**1,402.22**
02/09/17	0000064058	C		02/09/2017	CROTHER, RICHARD	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	173.99	
						02/09/2017	**0000064058**	**CROTHER, RICHARD**								**173.99**
02/09/17	0000064059	C		02/09/2017	PRODUCTION WIRELESS SRVICES	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	16-17	422.50	
						02/09/2017	**0000064059**	**PRODUCTION WIRELESS SRVICES**								**422.50**
02/09/17	0000064060	C		02/09/2017	TERAN, SERGIO	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,250.00	
						02/09/2017	**0000064060**	**TERAN, SERGIO**								**1,250.00**
02/09/17	0000064061	C		02/09/2017	FINISHING SCHOOL, LLC	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						02/09/2017	**0000064061**	**FINISHING SCHOOL, LLC**								**1,000.00**
02/09/17	0000064062	C		02/09/2017	TUSMAN, LEE	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						02/09/2017	**0000064062**	**TUSMAN, LEE**								**1,000.00**
02/09/17	0000064063	C		02/09/2017	CHABOT, JEFF	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/09/2017	**0000064063**	**CHABOT, JEFF**								**500.00**
02/09/17	0000064064	C		02/09/2017	BAKKE, BRIANNA	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	

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						02/09/2017	**0000064064**	**BAKKE, BRIANNA**								**500.00**
02/09/17	0000064065	C		02/09/2017	MAY, ASHLEY	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						02/09/2017	**0000064065**	**MAY, ASHLEY**								**1,000.00**
02/09/17	0000064066	C		02/09/2017	RIVERA, DANIEL ANTONIO	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						02/09/2017	**0000064066**	**RIVERA, DANIEL ANTONIO**								**250.00**
02/09/17	0000064067	C		02/09/2017	DIAZ, KARLA B.	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	1,000.00	
						02/09/2017	**0000064067**	**DIAZ, KARLA B.**								**1,000.00**
02/09/17	0000064068	C		02/09/2017	PRINCE, DAVID	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	250.00	
						02/09/2017	**0000064068**	**PRINCE, DAVID**								**250.00**
02/09/17	0000064069	C		02/09/2017	LOMBERA, BRIAN	CONTRACTED SERVICES	Other Ancillary Services	69.5	00000.0	00000	06900	5810	6999000	16-17	500.00	
						02/09/2017	**0000064069**	**LOMBERA, BRIAN**								**500.00**
02/09/17	0000064070	A		03/07/2017	BANK OF AMERICA	MEMBERSHIPS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	16-17	650.00	
						02/09/2017	**0000064070**	**BANK OF AMERICA**								**650.00**
02/09/17	0000064071	C		02/28/2017	BANK OF AMERICA	MEMBERSHIPS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	16-17	510.00	
						02/09/2017	**0000064071**	**BANK OF AMERICA**								**510.00**
02/09/17	0000064072	A		02/09/2017	GAIL MATERIALS	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	736.13	
						02/09/2017	**0000064072**	**GAIL MATERIALS**								**736.13**
02/09/17	0000064073	C		02/09/2017	COMPLETE OFFICE OF CA	JANITORIAL SUPP/EQUIP	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	320.81	

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						02/09/2017	**0000064073**	**COMPLETE OFFICE OF CA**								**320.81**
02/09/17	0000064074	A		02/09/2017	CALIFORNIA BOILER	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,500.00	
						02/09/2017	**0000064074**	**CALIFORNIA BOILER**								**1,500.00**
02/09/17	0000064075	C		02/09/2017	PENNER PARTITIONS	HARDWARE SUPPLIES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	274.05	
						02/09/2017	**0000064075**	**PENNER PARTITIONS**								**274.05**
02/09/17	0000064076	C		02/09/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	407.00	
						02/09/2017	**0000064076**	**KEENAN & ASSOCIATES**								**407.00**
02/09/17	0000064077	A		03/07/2017	BANK OF AMERICA	SIGNS	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	16-17	1,583.40	
						MISCELLANEOUS		41.0	00000.0	00000	71016	4550	6510000	16-17	138.55	
						02/09/2017	**0000064077**	**BANK OF AMERICA**								**1,721.95**
02/09/17	0000064078	A		02/09/2017	CAROLINA BIOLOGICAL SUPPLY	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	232.41	
						02/09/2017	**0000064078**	**CAROLINA BIOLOGICAL SUPPLY**								**232.41**
02/09/17	0000064079	A	1	02/27/2017	SIGMA-ALDRICH, INC.	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,990.03	
						02/09/2017	**0000064079**	**SIGMA-ALDRICH, INC.**								**1,990.03**
02/09/17	0000064080	C		02/09/2017	PRODUCTION WIRELESS SRVICES	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	16-17	75.00	
						02/09/2017	**0000064080**	**PRODUCTION WIRELESS SRVICES**								**75.00**
02/09/17	0000064081	C		02/09/2017	PRODUCTION WIRELESS SRVICES	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	16-17	318.75	
						02/09/2017	**0000064081**	**PRODUCTION WIRELESS SRVICES**								**318.75**

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02/09/17	0000064082	A		02/09/2017	CINTAS CORPORATION	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	4,108.40	
						02/09/2017	**0000064082**	**CINTAS CORPORATION**								**4,108.40**
02/09/17	0000064083	A		03/07/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	369.62	
						MISCELLANEOUS		01.0	00000.0	00100	02600	4325	0986000	16-17	32.35	
						02/09/2017	**0000064083**	**BANK OF AMERICA**								**401.97**
02/10/17	0000064085	C		02/10/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	547.44	
						02/10/2017	**0000064085**	**KEENAN & ASSOCIATES**								**547.44**
02/10/17	0000064086	C		02/10/2017	EASY ENGLISH TIMES	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	30.00	
						02/10/2017	**0000064086**	**EASY ENGLISH TIMES**								**30.00**
02/10/17	0000064087	C		02/10/2017	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	104.45	
						02/10/2017	**0000064087**	**EBSCO INFORMATION SERVICES**								**104.45**
02/10/17	0000064088	C		02/10/2017	NEOPOST USA INC.	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	310.00	
						02/10/2017	**0000064088**	**NEOPOST USA INC.**								**310.00**
02/10/17	0000064089	A		02/10/2017	COX MATTHEWS & ASSOCIATES	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,240.00	
						02/10/2017	**0000064089**	**COX MATTHEWS & ASSOCIATES**								**1,240.00**
02/10/17	0000064090	C		02/10/2017	SOROPTIMIST INTERNATIONAL	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	500.00	
						02/10/2017	**0000064090**	**SOROPTIMIST INTERNATIONAL**								**500.00**
02/10/17	0000064091	C		02/10/2017	PR NEWSWIRE ASSOCIATION, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	845.00	

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						02/10/2017	**0000064091**	**PR NEWSWIRE ASSOCIATION, LLC**								**845.00**
02/10/17	0000064092	C	1	02/11/2017	RAN GRAPHICS	MISCELLANEOUS	Women's Studies	01.0	00000.0	00000	02540	5830	2201100	16-17	117.00	
						02/10/2017	**0000064092**	**RAN GRAPHICS**								**117.00**
02/10/17	0000064093	C	1	02/16/2017	RAN GRAPHICS	MISCELLANEOUS	Women's Studies	01.0	00000.0	00000	02540	5830	2201100	16-17	1,498.13	
						02/10/2017	**0000064093**	**RAN GRAPHICS**								**1,498.13**
02/10/17	0000064094	A	1	03/06/2017	HAL'S GLASS CORPORATION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	13,415.35	
						02/10/2017	**0000064094**	**HAL'S GLASS CORPORATION**								**13,415.35**
02/11/17	0000064095	C		02/11/2017	OFFICE DEPOT/BUSINESS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	675.90	
						02/11/2017	**0000064095**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**675.90**
02/11/17	0000064096	P		02/17/2017	AMAZON	FILM PROCESSING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	399.00	
								01.3	00000.0	00000	70260	6450	0900000	16-17	499.99	
						02/11/2017	**0000064096**	**AMAZON**								**898.99**
02/11/17	0000064097	P		02/17/2017	AMAZON	BOOKS	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	16-17	356.37	
						02/11/2017	**0000064097**	**AMAZON**								**356.37**
02/11/17	0000064098	A		03/07/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	99.98	
						MISCELLANEOUS		01.0	00000.0	00100	02600	4325	0986000	16-17	8.75	
						02/11/2017	**0000064098**	**BANK OF AMERICA**								**108.73**
02/11/17	0000064099	C		02/17/2017	VISTA PAINT CORPORATION	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	55.98	

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						02/11/2017	**0000064099**	**VISTA PAINT CORPORATION**								**55.98**
02/11/17	0000064100	C		02/17/2017	SMITH PAINT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	42.09	
						02/11/2017	**0000064100**	**SMITH PAINT**								**42.09**
02/11/17	0000064101	C		02/11/2017	FIERRO, JOSE	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	101.00	
						02/11/2017	**0000064101**	**FIERRO, JOSE**								**101.00**
02/11/17	0000064102	C		02/15/2017	LIFELINE TRAINING, LTD & CALIBRE	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	16-17	149.00	
						02/11/2017	**0000064102**	**LIFELINE TRAINING, LTD & CALIBRE PRESS**								**149.00**
02/11/17	0000064103	C		02/11/2017	AMATROL, INC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	405.00	
						02/11/2017	**0000064103**	**AMATROL, INC**								**405.00**
02/11/17	0000064104	A	1	02/13/2017	BONE CLONES, INC.	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	7,941.47	
						02/11/2017	**0000064104**	**BONE CLONES, INC.**								**7,941.47**
02/13/17	0000064105	A		02/14/2017	PACIFIC COAST CABLING, INC.	OFFICE SUPPLIES	Computer Assisted	01.0	00000.0	00000	02220	4550	6198000	16-17	478.01	
						02/13/2017	**0000064105**	**PACIFIC COAST CABLING, INC.**								**478.01**
02/13/17	0000064106	P		02/13/2017	NEED TO ADD VENDOR	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	94.50	
						02/13/2017	**0000064106**	**NEED TO ADD VENDOR**								**94.50**
02/13/17	0000064107	C		02/14/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	31.54	
						02/13/2017	**0000064107**	**TCB PRINTING**								**31.54**
02/13/17	0000064108	A		02/14/2017	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	52,850.94	

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						02/13/2017	**0000064108**	**APPLE INC**								**52,850.94**
02/13/17	0000064109	P		02/14/2017	AMAZON	SAFETY SUPP/EQUIP	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	142.38	
						02/13/2017	**0000064109**	**AMAZON**								**142.38**
02/13/17	0000064110	A		02/14/2017	PACIFIC COAST CABLING, INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	970.06	
						02/13/2017	**0000064110**	**PACIFIC COAST CABLING, INC.**								**970.06**
02/13/17	0000064111	A		02/14/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	3,944.79	
						02/13/2017	**0000064111**	**GOLDEN STAR TECHNOLOGY INC.**								**3,944.79**
02/13/17	0000064112	A		02/14/2017	PROMO DIRECT	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	16-17	8,956.48	
						02/13/2017	**0000064112**	**PROMO DIRECT**								**8,956.48**
02/13/17	0000064113	P		02/14/2017	AMAZON	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	16-17	2,181.60	
						02/13/2017	**0000064113**	**AMAZON**								**2,181.60**
02/13/17	0000064114	X	1	02/14/2017	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	2,017.96	
							Student Personnel	01.0	00000.0	00000	03100	5730	6450000	16-17	140.20	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	3,472.32	
						02/13/2017	**0000064114**	**LIEBERT CASSIDY WHITMORE**								**5,630.48**
02/14/17	0000064116	P		02/14/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	132.64	
						02/14/2017	**0000064116**	**AMAZON**								**132.64**
02/14/17	0000064117	A		02/15/2017	INTERNATIONAL BUSINESS	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6310	0501000	16-17	1,493.31	

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02/14/17	0000064117	A		02/15/2017	INTERNATIONAL BUSINESS	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	16-17	2,090.66	
						02/14/2017	**0000064117**	**INTERNATIONAL BUSINESS MACHINES CORPORAT**								**3,583.97**
02/14/17	0000064118	C	1	02/15/2017	KLINGSPOR ABRASIVES INC.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	1,207.50	
						02/14/2017	**0000064118**	**KLINGSPOR ABRASIVES INC.**								**1,207.50**
02/15/17	0000064119	A		02/16/2017	HIGHPOINT TECHNOLOGY	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	6310	6460000	16-17	11,250.00	
							District	01.3	00000.0	00000	00000	9330	0000000	16-17	11,250.00	
						02/15/2017	**0000064119**	**HIGHPOINT TECHNOLOGY SOLUTIONS, INC.**								**22,500.00**
02/15/17	0000064120	C		02/15/2017	ECHEVARRIA, JOHN	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	190.17	
						02/15/2017	**0000064120**	**ECHEVARRIA, JOHN**								**190.17**
02/15/17	0000064121	P		02/15/2017	AMAZON	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	84.95	
						02/15/2017	**0000064121**	**AMAZON**								**84.95**
02/15/17	0000064122	A		02/16/2017	CASCADE THERMAL SOLUTIONS	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	1,516.36	
						02/15/2017	**0000064122**	**CASCADE THERMAL SOLUTIONS**								**1,516.36**
02/15/17	0000064123	C		02/15/2017	VENTEK INTERNATIONAL	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	5640	6950000	16-17	9,990.00	
						02/15/2017	**0000064123**	**VENTEK INTERNATIONAL**								**9,990.00**
02/15/17	0000064124	P		02/15/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	161.84	
						02/15/2017	**0000064124**	**AMAZON**								**161.84**
02/15/17	0000064125	C		02/15/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	2,017.96	

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02/15/17	0000064125	C		02/15/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Student Personnel	01.0	00000.0	00000	03100	5730	6450000	16-17	140.20	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	3,472.32	
						02/15/2017	**0000064125**	**PARKER & COVERT, L.L.P.**								**5,630.48**
02/15/17	0000064126	A		03/07/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	1,060.00	
						02/15/2017	**0000064126**	**BANK OF AMERICA**								**1,060.00**
02/15/17	0000064127	P		02/15/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	365.20	
						02/15/2017	**0000064127**	**BANK OF AMERICA**								**365.20**
02/15/17	0000064128	P		02/15/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	365.20	
						02/15/2017	**0000064128**	**BANK OF AMERICA**								**365.20**
02/15/17	0000064129	A		03/07/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	985.85	
						02/15/2017	**0000064129**	**BANK OF AMERICA**								**985.85**
02/15/17	0000064130	C		02/15/2017	ON COURSE CONFERENCE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	295.00	
						02/15/2017	**0000064130**	**ON COURSE CONFERENCE**								**295.00**
02/15/17	0000064131	A	1	02/21/2017	CAREER TRACK SEMINARS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02321	72000	5210	6190000	16-17	199.99	
						02/15/2017	**0000064131**	**CAREER TRACK SEMINARS**								**199.99**
02/15/17	0000064132	C		02/15/2017	CAREER TRACK SEMINARS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02321	72000	5210	6190000	16-17	149.00	
						02/15/2017	**0000064132**	**CAREER TRACK SEMINARS**								**149.00**
02/15/17	0000064133	C		02/15/2017	CCCSFAAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	500.00	

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						02/15/2017	**0000064133**	**CCCSFAAA**								**500.00**
02/15/17	0000064134	C		02/15/2017	PORTOLA HOTEL & SPA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	724.65	
						02/15/2017	**0000064134**	**PORTOLA HOTEL & SPA**								**724.65**
02/15/17	0000064135	C		02/15/2017	CCCSFAAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	400.00	
						02/15/2017	**0000064135**	**CCCSFAAA**								**400.00**
02/15/17	0000064136	C		02/15/2017	PORTOLA HOTEL & SPA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	579.73	
						02/15/2017	**0000064136**	**PORTOLA HOTEL & SPA**								**579.73**
02/15/17	0000064137	P		02/15/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	56.95	
								01.3	00000.0	00000	71200	6460	7000000	16-17	749.00	
						02/15/2017	**0000064137**	**AMAZON**								**805.95**
02/15/17	0000064138	C		02/15/2017	CCCSFAAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	400.00	
						02/15/2017	**0000064138**	**CCCSFAAA**								**400.00**
02/15/17	0000064139	C		02/15/2017	PORTOLA HOTEL & SPA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	16-17	579.72	
						02/15/2017	**0000064139**	**PORTOLA HOTEL & SPA**								**579.72**
02/15/17	0000064140	A		02/15/2017	INSTRUCTURE, INC.	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	16-17	1,190.00	
						02/15/2017	**0000064140**	**INSTRUCTURE, INC.**								**1,190.00**
02/15/17	0000064141	A		02/16/2017	KEYSTONE RESORT (RESERVATIONS)	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	16-17	1,369.92	
						02/15/2017	**0000064141**	**KEYSTONE RESORT (RESERVATIONS)**								**1,369.92**

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02/16/17	0000064142	A		02/16/2017	PATTERSON DENTAL COMPANY	SOFTWARE	Dental Assisting	01.0	00000.0	00000	02530	6310	1240100	16-17	675.00	
							Dental Hygiene	01.0	00000.0	00000	02530	6310	1240200	16-17	475.00	
						02/16/2017	**0000064142**	**PATTERSON DENTAL COMPANY**								**1,150.00**
02/16/17	0000064143	C		02/16/2017	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4325	1222000	16-17	599.81	
						02/16/2017	**0000064143**	**DYNATRONICS CORP**								**599.81**
02/16/17	0000064144	A		02/16/2017	PLATINUM VISUAL SYSTEMS	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	2,161.87	
						02/16/2017	**0000064144**	**PLATINUM VISUAL SYSTEMS**								**2,161.87**
02/16/17	0000064145	A		02/16/2017	LAKEWOOD GLASS AND SCREEN, INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	625.31	
						02/16/2017	**0000064145**	**LAKEWOOD GLASS AND SCREEN, INC.**								**625.31**
02/16/17	0000064146	A		02/16/2017	AMERICAN FENCE COMPANY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65061	6120	7100000	16-17	4,130.00	
						02/16/2017	**0000064146**	**AMERICAN FENCE COMPANY, INC.**								**4,130.00**
02/16/17	0000064147	C		02/16/2017	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	14,332.32	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	605.19	
						02/16/2017	**0000064147**	**FAST DEER BUS CHARTER, INC.**								**14,937.51**
02/16/17	0000064148	C		02/16/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	255.07	
						02/16/2017	**0000064148**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**255.07**
02/16/17	0000064149	A		02/16/2017	DAVID EVANS & ASSOCIATES, INC.	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65054	6120	7100000	16-17	1,800.00	
						02/16/2017	**0000064149**	**DAVID EVANS & ASSOCIATES, INC. dba:**								**1,800.00**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

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02/16/17	0000064150	A		02/16/2017	GOLDEN STAR TECHNOLOGY INC.	CAMERA SUPP/EQUIP	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	25,750.47	
						02/16/2017	**0000064150**	**GOLDEN STAR TECHNOLOGY INC.**								**25,750.47**
02/16/17	0000064151	A		02/16/2017	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	26.10	
						02/16/2017	**0000064151**	**TCB PRINTING**								**26.10**
02/16/17	0000064152	A		02/16/2017	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	72600	73330	4550	6190000	16-17	1,560.98	
						02/16/2017	**0000064152**	**DIVERSIFIED BUSINESS SERVICES**								**1,560.98**
02/21/17	0000064154	C		02/21/2017	STUDY IN THE USA	ADVERTISING	International Students	01.0	00000.0	00000	03420	5830	6452000	16-17	17,000.00	
						02/21/2017	**0000064154**	**STUDY IN THE USA**								**17,000.00**
02/16/17	0000064155	A		02/16/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	350.47	
						02/16/2017	**0000064155**	**DIVERSIFIED BUSINESS SERVICES**								**350.47**
02/16/17	0000064157	P		02/16/2017	AMAZON	BATTERIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	27.94	
						LABORATORY SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	93.75	
						02/16/2017	**0000064157**	**AMAZON**								**121.69**
02/16/17	0000064158	A		02/16/2017	HAWORTH, INC.	FURNITURE, OFFICE	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	16-17	4,476.74	
						02/16/2017	**0000064158**	**HAWORTH, INC.**								**4,476.74**
02/16/17	0000064159	A		02/16/2017	KI	CABINETS	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	16-17	2,717.06	
						02/16/2017	**0000064159**	**KI**								**2,717.06**
02/16/17	0000064160	C		02/16/2017	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	170.60	

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						02/16/2017	**0000064160**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**170.60**
02/16/17	0000064161	A		03/09/2017	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	530.40	
						02/16/2017	**0000064161**	**BANK OF AMERICA**								**530.40**
02/16/17	0000064162	C		02/16/2017	WASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	445.00	
						02/16/2017	**0000064162**	**WASFAA**								**445.00**
02/16/17	0000064163	C		02/16/2017	WESTIN HOTEL, THE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	592.09	
						02/16/2017	**0000064163**	**WESTIN HOTEL, THE**								**592.09**
02/16/17	0000064164	A		03/07/2017	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	281.40	
						02/16/2017	**0000064164**	**BANK OF AMERICA**								**281.40**
02/16/17	0000064165	C		02/16/2017	WASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	445.00	
						02/16/2017	**0000064165**	**WASFAA**								**445.00**
02/16/17	0000064166	C		02/16/2017	WESTIN HOTEL, THE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	592.09	
						02/16/2017	**0000064166**	**WESTIN HOTEL, THE**								**592.09**
02/16/17	0000064167	C		02/16/2017	YALE CHASE MATERIALS	REPAIRS - OTHER	Warehouse	01.0	00000.0	00000	04300	5640	6723000	16-17	219.96	
						02/16/2017	**0000064167**	**YALE CHASE MATERIALS**								**219.96**
02/16/17	0000064168	C		02/16/2017	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	625.00	
						02/16/2017	**0000064168**	**NASFAA**								**625.00**
02/16/17	0000064169	P		02/16/2017	ORCHID EVENT SOLUTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	956.00	

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						02/16/2017	**0000064169**	**ORCHID EVENT SOLUTIONS**								**956.00**
02/16/17	0000064170	P		02/16/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	16-17	439.13	
						02/16/2017	**0000064170**	**AMAZON**								**439.13**
02/16/17	0000064171	P		02/16/2017	ORCHID EVENT SOLUTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	916.00	
						02/16/2017	**0000064171**	**ORCHID EVENT SOLUTIONS**								**916.00**
02/16/17	0000064172	C		02/16/2017	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	563.00	
						02/16/2017	**0000064172**	**NASFAA**								**563.00**
02/16/17	0000064173	C		02/16/2017	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	563.00	
						02/16/2017	**0000064173**	**NASFAA**								**563.00**
02/16/17	0000064174	P		02/16/2017	ORCHID EVENT SOLUTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	940.00	
						02/16/2017	**0000064174**	**ORCHID EVENT SOLUTIONS**								**940.00**
02/16/17	0000064175	C		02/16/2017	NASFAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	563.00	
						02/16/2017	**0000064175**	**NASFAA**								**563.00**
02/16/17	0000064176	P		02/16/2017	ORCHID EVENT SOLUTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	916.00	
						02/16/2017	**0000064176**	**ORCHID EVENT SOLUTIONS**								**916.00**
02/16/17	0000064177	A		03/07/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	1,280.20	
						02/16/2017	**0000064177**	**BANK OF AMERICA**								**1,280.20**
02/16/17	0000064178	C		02/16/2017	SHERATON LOUISVILLE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	577.20	

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						02/16/2017	**0000064178**	**SHERATON LOUISVILLE RIVERSIDE**								**577.20**
02/16/17	0000064179	C		02/16/2017	SHERATON LOUISVILLE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	577.20	
						02/16/2017	**0000064179**	**SHERATON LOUISVILLE RIVERSIDE**								**577.20**
02/16/17	0000064181	A		02/16/2017	SHERATON LOUISVILLE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	577.20	
						02/16/2017	**0000064181**	**SHERATON LOUISVILLE RIVERSIDE**								**577.20**
02/16/17	0000064183	A		02/16/2017	DISPLAYS2GO	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	180.46	
						02/16/2017	**0000064183**	**DISPLAYS2GO**								**180.46**
02/16/17	0000064184	A		02/16/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.3	00000.0	00000	71600	6450	0501000	16-17	11,993.99	
						02/16/2017	**0000064184**	**GOLDEN STAR TECHNOLOGY INC.**								**11,993.99**
02/16/17	0000064185	C		02/16/2017	COMMUNITY COLLEGE LEAGUE of	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	150.00	
						02/16/2017	**0000064185**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**150.00**
02/16/17	0000064186	C		02/16/2017	LAKEWOOD FAMILY YMCA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	50.00	
						02/16/2017	**0000064186**	**LAKEWOOD FAMILY YMCA**								**50.00**
02/16/17	0000064187	A		03/07/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	109.53	
						MISCELLANEOUS		01.0	00000.0	00100	02600	4325	0986000	16-17	9.59	
						02/16/2017	**0000064187**	**BANK OF AMERICA**								**119.12**
02/16/17	0000064188	A		02/16/2017	SAW STOP LLC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	337.13	
						02/16/2017	**0000064188**	**SAW STOP LLC**								**337.13**

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02/16/17	0000064189	C		02/16/2017	SNAP-ON TOOLS INDUSTRIAL	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	141.36	
						02/16/2017	**0000064189**	**SNAP-ON TOOLS INDUSTRIAL**								**141.36**
02/16/17	0000064190	A		03/07/2017	FOLSOM LAKE FORD	VEHICLE PURCHASE/RENT/LEA	AQMD	01.0	00000.0	00000	03700	6420	6594000	16-17	32,732.59	
						02/16/2017	**0000064190**	**FOLSOM LAKE FORD**								**32,732.59**
02/16/17	0000064191	C		02/17/2017	AMATROL, INC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	135.00	
						02/16/2017	**0000064191**	**AMATROL, INC**								**135.00**
02/16/17	0000064192	C		02/17/2017	SHERATON LOUISVILLE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	577.20	
						02/16/2017	**0000064192**	**SHERATON LOUISVILLE RIVERSIDE**								**577.20**
02/17/17	0000064193	C		02/17/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	495.00	
						02/17/2017	**0000064193**	**CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED**								**495.00**
02/17/17	0000064194	C		02/17/2017	HYATT REGENCY, SACRAMENTO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	708.60	
						02/17/2017	**0000064194**	**HYATT REGENCY, SACRAMENTO**								**708.60**
02/17/17	0000064195	C		02/17/2017	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	500.00	
						02/17/2017	**0000064195**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**500.00**
02/17/17	0000064196	C		02/17/2017	HOTEL CORQUE	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	338.76	
						02/17/2017	**0000064196**	**HOTEL CORQUE**								**338.76**
02/17/17	0000064197	P		02/17/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	681.14	
						02/17/2017	**0000064197**	**AMAZON**								**681.14**

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02/17/17	0000064198	P		02/17/2017	NEED TO ADD VENDOR	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	400.00	
						02/17/2017	**0000064198**	**NEED TO ADD VENDOR**								**400.00**
02/17/17	0000064199	A		02/21/2017	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	6450	0984000	16-17	2,234.81	
						02/17/2017	**0000064199**	**PRAXAIR DISTRIBUTION INC.**								**2,234.81**
02/17/17	0000064200	A		02/18/2017	GRAINGER	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	990.93	
								01.0	00000.0	00000	02600	6450	0984000	16-17	586.98	
						02/17/2017	**0000064200**	**GRAINGER**								**1,577.91**
02/17/17	0000064201	A		02/21/2017	BYRD TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	348.00	
						02/17/2017	**0000064201**	**BYRD TOOL**								**348.00**
02/17/17	0000064202	A	1	02/22/2017	DREES WOOD PRODUCTS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	212.98	
						02/17/2017	**0000064202**	**DREES WOOD PRODUCTS**								**212.98**
02/17/17	0000064203	A	1	03/08/2017	TRICK-TOOLS.COM	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	594.86	
								01.0	00000.0	00000	02600	6450	0984000	16-17	4,750.20	
						02/17/2017	**0000064203**	**TRICK-TOOLS.COM**								**5,345.06**
02/17/17	0000064204	A		02/18/2017	AED SUPERSTORE	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	195.74	
						02/17/2017	**0000064204**	**AED SUPERSTORE**								**195.74**
02/17/17	0000064205	X	1	03/07/2017	APPLE INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	16-17	3,279.85	
						02/17/2017	**0000064205**	**APPLE INC**								**3,279.85**
02/17/17	0000064206	P		02/17/2017	NEED TO ADD VENDOR	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	16-17	560.15	

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						02/17/2017	**0000064206**	**NEED TO ADD VENDOR**								**560.15**
02/17/17	0000064207	A	1	02/21/2017	AIRGAS USA, LLC	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	481.23	
						02/17/2017	**0000064207**	**AIRGAS USA, LLC**								**481.23**
02/17/17	0000064208	A		02/18/2017	SNAP-ON TOOLS INDUSTRIAL	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	705.45	
						02/17/2017	**0000064208**	**SNAP-ON TOOLS INDUSTRIAL**								**705.45**
02/17/17	0000064209	C	1	02/22/2017	VORTEX TOOL COMPANY INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	16-17	943.66	
						02/17/2017	**0000064209**	**VORTEX TOOL COMPANY INC**								**943.66**
02/17/17	0000064210	A		02/18/2017	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	6450	0986000	16-17	1,054.88	
						02/17/2017	**0000064210**	**WOODCRAFT**								**1,054.88**
02/17/17	0000064211	A		03/08/2017	LOS ALAMITOS AUTO PARTS, INC.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	16-17	790.37	
						02/17/2017	**0000064211**	**LOS ALAMITOS AUTO PARTS, INC.**								**790.37**
02/17/17	0000064212	C		02/18/2017	INDUSTRIAL BLADE	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	457.90	
						02/17/2017	**0000064212**	**INDUSTRIAL BLADE**								**457.90**
02/17/17	0000064213	X	1	02/21/2017	MATCO TOOLS	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,590.86	
						02/17/2017	**0000064213**	**MATCO TOOLS**								**1,590.86**
02/18/17	0000064214	C		02/18/2017	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	8,578.73	
						02/18/2017	**0000064214**	**CERRITOS COMMUNITY COLLEGE DISTRICT**								**8,578.73**
02/18/17	0000064215	C		02/18/2017	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,689.00	

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						02/18/2017	**0000064215**	**AMERICAN FIDELITY ADMINISTRATIVE SERVICE**								**1,689.00**
02/18/17	0000064216	A		02/18/2017	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	16-17	489.10	
						02/18/2017	**0000064216**	**POCKET NURSE**								**489.10**
02/18/17	0000064217	A		02/18/2017	ROCO FILMS EDUCATIONAL	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	441.56	
						02/18/2017	**0000064217**	**ROCO FILMS EDUCATIONAL**								**441.56**
02/18/17	0000064218	C		02/21/2017	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Lifespan	01.0	00000.0	00000	02530	4320	1305000	16-17	182.81	
						02/18/2017	**0000064218**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**182.81**
02/18/17	0000064219	A		03/07/2017	LIBERTY PAPER	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	11,510.10	
						02/18/2017	**0000064219**	**LIBERTY PAPER**								**11,510.10**
02/21/17	0000064220	P		02/22/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	259.31	
						02/21/2017	**0000064220**	**AMAZON**								**259.31**
02/21/17	0000064221	A		02/21/2017	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	29,037.61	
						02/21/2017	**0000064221**	**APPLE INC**								**29,037.61**
02/21/17	0000064222	A		02/21/2017	NAFSA MEMBERSHIP	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	295.00	
						02/21/2017	**0000064222**	**NAFSA MEMBERSHIP**								**295.00**
02/21/17	0000064223	A		02/21/2017	LIBERTY PAPER	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	16-17	23,020.20	
						02/21/2017	**0000064223**	**LIBERTY PAPER**								**23,020.20**
02/21/17	0000064224	C		02/21/2017	CCLC/CCCAA CONVENTION	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5210	6300000	16-17	400.00	

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						02/21/2017	**0000064224**	**CCLC/CCCAA CONVENTION**								**400.00**
02/21/17	0000064225	C		02/23/2017	ON COURSE CONFERENCE	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	295.00	
						02/21/2017	**0000064225**	**ON COURSE CONFERENCE**								**295.00**
02/21/17	0000064226	C		02/23/2017	CERRITOS COLLEGE FOUNDATION, THE	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	130.00	
						02/21/2017	**0000064226**	**CERRITOS COLLEGE FOUNDATION, THE**								**130.00**
02/21/17	0000064227	C		02/21/2017	ON COURSE CONFERENCE	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	725.00	
						02/21/2017	**0000064227**	**ON COURSE CONFERENCE**								**725.00**
02/21/17	0000064228	A		03/07/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	16-17	555.00	
						02/21/2017	**0000064228**	**BANK OF AMERICA**								**555.00**
02/21/17	0000064229	C		02/21/2017	DOUBLETREE BY HILTON	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	16-17	777.00	
						02/21/2017	**0000064229**	**DOUBLETREE BY HILTON**								**777.00**
02/21/17	0000064230	C		02/21/2017	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	549.10	
						02/21/2017	**0000064230**	**RODGER'S CATERING**								**549.10**
02/22/17	0000064232	A		03/02/2017	NIKY'S SPORT #2, INC.	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	1,957.50	
						02/22/2017	**0000064232**	**NIKY'S SPORT #2, INC.**								**1,957.50**
02/22/17	0000064233	C		02/22/2017	MATCO TOOLS	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,517.45	
						02/22/2017	**0000064233**	**MATCO TOOLS**								**1,517.45**
02/22/17	0000064234	A		02/28/2017	CALIFORNIA COMMUNITY	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	600.00	

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02/22/17	0000064234	A		02/28/2017	CALIFORNIA COMMUNITY	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	7610	6300000	16-17	1,200.00	
						02/22/2017	**0000064234**	**CALIFORNIA COMMUNITY COLLEGE LEAGUE**								**1,800.00**
02/22/17	0000064235	A		02/23/2017	STRATA FOREST PRODUCTS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	112.75	
						02/22/2017	**0000064235**	**STRATA FOREST PRODUCTS**								**112.75**
02/23/17	0000064236	A		02/23/2017	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	16-17	116.32	
						02/23/2017	**0000064236**	**HAAS FACTORY OUTLET**								**116.32**
02/23/17	0000064237	A		02/23/2017	VO, CHUONG	REIMBURSEMENT	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	180.08	
						02/23/2017	**0000064237**	**VO, CHUONG**								**180.08**
02/23/17	0000064238	A		02/23/2017	OUTFRONT MEDIA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	24,000.00	
						02/23/2017	**0000064238**	**OUTFRONT MEDIA**								**24,000.00**
02/23/17	0000064239	C		02/24/2017	HARRIS LINDA	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	142.53	
						02/23/2017	**0000064239**	**HARRIS LINDA**								**142.53**
02/23/17	0000064240	A		02/23/2017	PACIFIC COAST CABLING, INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	16-17	1,481.16	
							Oth Instr Sup Services	01.3	00000.0	03000	70200	5810	6190000	16-17	3,342.38	
						02/23/2017	**0000064240**	**PACIFIC COAST CABLING, INC.**								**4,823.54**
02/23/17	0000064241	A		02/23/2017	FLUKE NETWORKS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	1,476.00	
						02/23/2017	**0000064241**	**FLUKE NETWORKS**								**1,476.00**
02/23/17	0000064242	A		03/07/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5810	0986000	16-17	599.00	

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						02/23/2017	**0000064242**	**BANK OF AMERICA**								**599.00**
02/23/17	0000064243	A		02/23/2017	POWER PLUS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	13,375.00	
						02/23/2017	**0000064243**	**POWER PLUS**								**13,375.00**
02/24/17	0000064244	C		02/27/2017	DOWNEY CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	315.00	
						02/24/2017	**0000064244**	**DOWNEY CHAMBER OF COMMERCE**								**315.00**
02/24/17	0000064245	C		02/27/2017	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	5210	0900000	16-17	50.00	
						02/24/2017	**0000064245**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**50.00**
02/24/17	0000064246	C		02/27/2017	DB PRODUCTION OF NW AR, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	1,377.00	
						02/24/2017	**0000064246**	**DB PRODUCTION OF NW AR, INC.**								**1,377.00**
02/24/17	0000064247	C		02/27/2017	HYATT REGENCY, SACRAMENTO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	472.40	
						02/24/2017	**0000064247**	**HYATT REGENCY, SACRAMENTO**								**472.40**
02/24/17	0000064248	C		03/03/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	695.00	
						02/24/2017	**0000064248**	**CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED**								**695.00**
02/24/17	0000064249	C		03/06/2017	HYATT REGENCY, SACRAMENTO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	708.60	
						02/24/2017	**0000064249**	**HYATT REGENCY, SACRAMENTO**								**708.60**
02/24/17	0000064250	C		03/03/2017	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	695.00	
						02/24/2017	**0000064250**	**CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED**								**695.00**
02/24/17	0000064251	C		02/24/2017	GROUNDS BAKERY CAFE	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	16-17	1,001.05	

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						02/24/2017	**0000064251**	**GROUNDS BAKERY CAFE**								**1,001.05**
02/24/17	0000064252	A		02/24/2017	HOGUE, KATHY	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	60.00	
						02/24/2017	**0000064252**	**HOGUE, KATHY**								**60.00**
02/25/17	0000064253	C		02/25/2017	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	2,740.00	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	1,175.00	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	495.00	
						02/25/2017	**0000064253**	**TRANSPORTTION CHARTER SERVICES INC.**								**4,410.00**
02/25/17	0000064254	A		02/25/2017	ULINE	INSTRUCTIONAL SUPPLIES	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	16-17	287.50	
						02/25/2017	**0000064254**	**ULINE**								**287.50**
02/25/17	0000064255	C		02/25/2017	STATE BOARD OF EQUALIZATION	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	220.00	
						02/25/2017	**0000064255**	**STATE BOARD OF EQUALIZATION**								**220.00**
02/25/17	0000064256	A		02/25/2017	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	6,290.00	
						02/25/2017	**0000064256**	**MARZOLA CONSTRUCTION CO., INC.**								**6,290.00**
02/25/17	0000064257	A		02/25/2017	HAL'S GLASS CORPORATION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,241.81	
						02/25/2017	**0000064257**	**HAL'S GLASS CORPORATION**								**2,241.81**
02/25/17	0000064258	A		02/25/2017	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,141.38	
						02/25/2017	**0000064258**	**D&S WINDOW COVERING**								**2,141.38**
02/25/17	0000064259	A		02/27/2017	HILLYARD FLOOR CARE SUPPLY	JANITORIAL SUPP/EQUIP	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	2,881.65	

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						02/25/2017	**0000064259**	**HILLYARD FLOOR CARE SUPPLY**								**2,881.65**
02/25/17	0000064260	A		02/27/2017	SAV-ON-SIGNS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	760.00	
						02/25/2017	**0000064260**	**SAV-ON-SIGNS**								**760.00**
02/25/17	0000064261	A		02/27/2017	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,344.26	
						02/25/2017	**0000064261**	**D&S WINDOW COVERING**								**1,344.26**
02/25/17	0000064262	A		02/27/2017	NPG, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6130	7100000	16-17	12,715.00	
						02/25/2017	**0000064262**	**NPG, INC.**								**12,715.00**
02/25/17	0000064263	A		02/27/2017	PREFERRED LANDSCAPE, INC.	LANDSCAPE CONTRACTORS	Child Development	01.3	00000.0	00000	70770	5810	6920000	16-17	3,392.00	
						02/25/2017	**0000064263**	**PREFERRED LANDSCAPE, INC.**								**3,392.00**
02/25/17	0000064264	A		02/27/2017	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	5,290.00	
						02/25/2017	**0000064264**	**MARZOLA CONSTRUCTION CO., INC.**								**5,290.00**
02/25/17	0000064265	A		02/27/2017	HAL'S GLASS CORPORATION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,259.74	
						02/25/2017	**0000064265**	**HAL'S GLASS CORPORATION**								**1,259.74**
02/25/17	0000064266	C		02/27/2017	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	622.00	
						02/25/2017	**0000064266**	**D&S WINDOW COVERING**								**622.00**
02/25/17	0000064267	C		02/25/2017	BANK OF AMERICA	MISCELLANEOUS	Academic Administration	01.3	00000.0	00000	72800	5210	6010000	16-17	269.40	
						02/25/2017	**0000064267**	**BANK OF AMERICA**								**269.40**
02/25/17	0000064268	C		02/25/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	359.96	

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						02/25/2017	**0000064268**	**BANK OF AMERICA**								**359.96**
02/27/17	0000064269	A		02/27/2017	KI	OFFICE FURNITURE/EQUIP	Human Resources	01.0	00000.0	00000	05100	6460	6730000	16-17	1,551.70	
						02/27/2017	**0000064269**	**KI**								**1,551.70**
02/27/17	0000064270	P		02/27/2017	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	329.60	
						02/27/2017	**0000064270**	**AMAZON**								**329.60**
02/27/17	0000064271	C		02/27/2017	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	330.00	
						02/27/2017	**0000064271**	**TOTAL RECALL CAPTIONING, INC.**								**330.00**
02/27/17	0000064272	A		02/27/2017	TROJAN PROFESSIONAL	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	01000	03310	4550	6440000	16-17	368.27	
						02/27/2017	**0000064272**	**TROJAN PROFESSIONAL PRODUCTS**								**368.27**
02/27/17	0000064273	P		02/27/2017	AMAZON	AWARDS/CERTIFICATES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	26.82	
						LABORATORY SUPP/EQUIP		01.0	00000.0	00000	02570	4320	1951000	16-17	62.50	
						02/27/2017	**0000064273**	**AMAZON**								**89.32**
02/27/17	0000064274	C		02/27/2017	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	49.28	
						02/27/2017	**0000064274**	**RODGER'S CATERING**								**49.28**
02/27/17	0000064275	A		02/27/2017	FRANTONE'S PIZZA	OFFICE SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	16-17	58.32	
						02/27/2017	**0000064275**	**FRANTONE'S PIZZA**								**58.32**
02/27/17	0000064276	A		02/27/2017	LEARNING ZONE EXPRESS	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	143.39	
						02/27/2017	**0000064276**	**LEARNING ZONE EXPRESS**								**143.39**

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02/27/17	0000064277	A		02/27/2017	GOLDEN STAR TECHNOLOGY INC.	OFFICE MACHINES SUPP/SERVICES	Health Services	69.0	00000.0	00000	03310	6460	6440000	16-17	270.79	
						02/27/2017	**0000064277**	**GOLDEN STAR TECHNOLOGY INC.**								**270.79**
02/27/17	0000064278	C		02/27/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	145.45	
						02/27/2017	**0000064278**	**RODGER'S CATERING**								**145.45**
02/27/17	0000064279	A		02/27/2017	RODGER'S CATERING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	16-17	175.97	
						02/27/2017	**0000064279**	**RODGER'S CATERING**								**175.97**
02/27/17	0000064280	P		02/27/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	81.99	
						02/27/2017	**0000064280**	**AMAZON**								**81.99**
02/27/17	0000064281	A		02/27/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	16-17	473.08	
						02/27/2017	**0000064281**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**473.08**
02/27/17	0000064282	A		02/27/2017	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Lifespan	01.0	00000.0	00000	02530	4320	1305000	16-17	317.03	
						02/27/2017	**0000064282**	**DISCOUNT SCHOOL SUPPLY**								**317.03**
02/27/17	0000064283	C		02/27/2017	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	21,833.53	
						02/27/2017	**0000064283**	**CERRITOS COMMUNITY COLLEGE DISTRICT**								**21,833.53**
02/27/17	0000064284	A		02/27/2017	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Lifespan	01.0	00000.0	00000	02530	4325	1305000	16-17	207.25	
						02/27/2017	**0000064284**	**DISCOUNT SCHOOL SUPPLY**								**207.25**
02/27/17	0000064285	P		02/27/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	16-17	380.39	
						02/27/2017	**0000064285**	**NEED TO ADD VENDOR**								**380.39**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/28/17	0000064286	C		02/28/2017	WESTIN HOTEL, THE	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	16-17	218.81	
								01.3	00000.0	03010	73460	7610	6300000	16-17	437.62	
						02/28/2017	**0000064286**	**WESTIN HOTEL, THE**								**656.43**
02/28/17	0000064287	C		02/28/2017	COMFORT INN & SUITES	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	5210	6300000	16-17	459.51	
								01.3	00000.0	03008	73460	7610	6300000	16-17	2,757.06	
						02/28/2017	**0000064287**	**COMFORT INN & SUITES**								**3,216.57**
02/28/17	0000064288	A		02/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	16-17	67,258.81	
						02/28/2017	**0000064288**	**GOLDEN STAR TECHNOLOGY INC.**								**67,258.81**
02/28/17	0000064289	A		02/28/2017	THE MASTER TEACHER	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	16-17	1,804.29	
						02/28/2017	**0000064289**	**THE MASTER TEACHER LEADERSHIP**								**1,804.29**
02/28/17	0000064290	A		03/07/2017	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	250.00	
						02/28/2017	**0000064290**	**BANK OF AMERICA**								**250.00**
02/28/17	0000064291	A		02/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	5,641.00	
								39.1	00000.0	00000	79880	6450	4900000	16-17	2,467.19	
						02/28/2017	**0000064291**	**GOLDEN STAR TECHNOLOGY INC.**								**8,108.19**
02/28/17	0000064292	A		02/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	6460	6190000	16-17	1,109.38	
						02/28/2017	**0000064292**	**GOLDEN STAR TECHNOLOGY INC.**								**1,109.38**
02/28/17	0000064293	P		02/28/2017	AMAZON	STORAGE SUPP/EQUIP	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	119.99	
						02/28/2017	**0000064293**	**AMAZON**								**119.99**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/28/17	0000064294	A		02/28/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	6,157.26	
						02/28/2017	**0000064294**	**GOLDEN STAR TECHNOLOGY INC.**								**6,157.26**
02/28/17	0000064295	C		02/28/2017	U.S. ARMOR CORPORATION	UNIFORMS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	749.29	
						02/28/2017	**0000064295**	**U.S. ARMOR CORPORATION**								**749.29**
02/28/17	0000064296	A		02/28/2017	EOPS REGION VIII	NON-INSTRUCTIONAL SUPPLIES	Trnsfers & Pymnts to/for	01.3	00000.0	03300	72800	7610	7300000	16-17	1,575.00	
						02/28/2017	**0000064296**	**EOPS REGION VIII**								**1,575.00**
02/24/17	0000064297	P		02/28/2017	WILSON SPORTING GOODS CO	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	2,200.00	
						02/24/2017	**0000064297**	**WILSON SPORTING GOODS CO**								**2,200.00**
02/16/17	13P035-07	A	1	02/21/2017	THE VINEWOOD COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65060	6220	7100000	16-17	106,144.00	
						02/16/2017	**13P035-07**	**THE VINEWOOD COMPANY**								**106,144.00**
02/16/17	13P036-05	A		02/16/2017	TYR, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	548,600.00	
						02/16/2017	**13P036-05**	**TYR, INC.**								**548,600.00**
02/07/17	14C0146B	A		02/07/2017	DR.LAZARIS, NICK	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						02/07/2017	**14C0146B**	**DR.LAZARIS, NICK**								**1,500.00**
02/22/17	16C0001	A		02/22/2017	ASSOCIATED BUILDERS &	MISCELLANEOUS	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	5810	0909000	16-17	175,560.00	
						02/22/2017	**16C0001**	**ASSOCIATED BUILDERS & CONTRACTORS**								**175,560.00**
02/22/17	16C0002	A		02/22/2017	CAL FIELD IRON WORKERS	MISCELLANEOUS	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	5810	0909000	16-17	674,546.00	
						02/22/2017	**16C0002**	**CAL FIELD IRON WORKERS APPRENT. TRAIN. &**								**674,546.00**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/22/17	16C0003	A		02/22/2017	SOUTHERN CALIFORNIA	MISCELLANEOUS	Apprenticeships-Paint/Decor	01.3	00000.0	00000	72330	5810	0908000	16-17	5,186.00	
						02/22/2017	**16C0003**	**SOUTHERN CALIFORNIA PAINTERS**								**5,186.00**
02/07/17	16C0080	A		02/07/2017	ABC UNIFIED SCHOOL DISTRICT	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70310	5810	6190000	16-17	500.00	
						02/07/2017	**16C0080**	**ABC UNIFIED SCHOOL DISTRICT**								**500.00**
02/24/17	16C0110	A		02/24/2017	CALIFORNIA AMERICAN FIRE	MISCELLANEOUS	Apprenticeships-Roofers	01.3	00000.0	00000	72330	5810	0911000	16-17	22,840.00	
						02/24/2017	**16C0110**	**CALIFORNIA AMERICAN FIRE SPRINKLER ASSOC**								**22,840.00**
02/13/17	16C0116	A		02/13/2017	ENVISE	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65060	6130	7100000	16-17	40,938.00	
						02/13/2017	**16C0116**	**ENVISE**								**40,938.00**
02/14/17	16C0121	A		03/08/2017	MORALES, RANDAL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70261	5810	6190000	16-17	80,000.00	
						02/14/2017	**16C0121**	**MORALES, RANDAL**								**80,000.00**
02/08/17	16C0136	A		02/08/2017	WEBSTER, DARLA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	5110	6190000	16-17	500.00	
						02/08/2017	**16C0136**	**WEBSTER, DARLA**								**500.00**
02/28/17	16C0143	A		02/28/2017	MVP STRATEGIES	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	16-17	1,600.00	
						02/28/2017	**16C0143**	**MVP STRATEGIES**								**1,600.00**
02/23/17	16C0144	A		02/23/2017	MARC D. RICH	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	16-17	2,500.00	
						02/23/2017	**16C0144**	**MARC D. RICH**								**2,500.00**
02/23/17	16C0153	A		02/23/2017	KNN PUBLIC FINANCE, LLC	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	00000	04100	5810	6720000	16-17	5,000.00	
						02/23/2017	**16C0153**	**KNN PUBLIC FINANCE, LLC**								**5,000.00**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/22/17	16FC0022	A		02/22/2017	DEL RIO, MARTHA A.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	22,337.56	
						02/22/2017	**16FC0022**	**DEL RIO, MARTHA A.**								**22,337.56**
02/07/17	16FC0031	A		02/08/2017	H.L. MOE CO., INC. DBA MOE PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	21,900.00	
						02/07/2017	**16FC0031**	**H.L. MOE CO., INC. DBA MOE PLUMBING**								**21,900.00**
02/07/17	16FC0036	A		02/08/2017	M-TECH GLASS	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	44,890.00	
						02/07/2017	**16FC0036**	**M-TECH GLASS**								**44,890.00**
02/27/17	16FC0037	A		02/27/2017	SKYLINE SITE SERVICES	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	26,455.77	
						02/27/2017	**16FC0037**	**SKYLINE SITE SERVICES**								**26,455.77**
02/24/17	16FC0039	C		02/24/2017	OSCAR'S ELECTRIC	ELECTRICAL CONTRACTORS	Oth Instr Sup Services	01.3	00000.0	03000	70200	5810	6190000	16-17	15,846.00	
						02/24/2017	**16FC0039**	**OSCAR'S ELECTRIC**								**15,846.00**
02/27/17	16P010	A		02/27/2017	NATIONAL ROOFING CONSULTANTS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6220	7100000	16-17	95,100.00	
						02/27/2017	**16P010**	**NATIONAL ROOFING CONSULTANTS, INC.**								**95,100.00**
02/09/17	61923A	A		02/09/2017	A-THRONE COMPANY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6130	7100000	16-17	36,420.48	
						02/09/2017	**61923A**	**A-THRONE COMPANY, INC.**								**36,420.48**
02/25/17	63756A	A		02/25/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	61.43	
						02/25/2017	**63756A**	**BANK OF AMERICA**								**61.43**
02/25/17	63796A	C		02/25/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	92.20	
						02/25/2017	**63796A**	**BANK OF AMERICA**								**92.20**

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*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
02/25/17	64141A	A		02/25/2017	KEYSTONE RESORT (RESERVATIONS)	CONFERENCE AND TRAVEL	activated	01.0	00000.0	00000	01220	5210	2200000	16-17	100.00	
						02/25/2017	**64141A**	**KEYSTONE RESORT (RESERVATIONS)**								**100.00**
02/01/17	APO160426	A		02/02/2017	BUDGET RENT A CAR	RENTS/RENTALS	Letters	01.0	00000.0	00000	02550	5610	1551000	16-17	1,000.00	
						02/01/2017	**APO160426**	**BUDGET RENT A CAR**								**1,000.00**
02/18/17	APO160427	A		02/18/2017	CINTAS CORPORATION	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,200.00	
						02/18/2017	**APO160427**	**CINTAS CORPORATION**								**1,200.00**
02/01/17	C12-1007D	A		02/01/2017	HHG HIGHER EDUCATION	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77671	5110	6190000	16-17	14,736.19	
						02/01/2017	**C12-1007D**	**HHG HIGHER EDUCATION CONSULTING**								**14,736.19**
02/06/17	C78-030C	C		02/06/2017	SESAC, INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	16-17	2,156.98	
						02/06/2017	**C78-030C**	**SESAC, INC.**								**2,156.98**
02/06/17	C83-066C	C		02/06/2017	AMERICAN SOCIETY OF COMPOSERS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	16-17	6,792.74	
						02/06/2017	**C83-066C**	**AMERICAN SOCIETY OF COMPOSERS**								**6,792.74**

Total by District : 64360 **2,754,737.13** **2,754,737.13**

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of February 2017

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of February 2017.

FISCAL IMPACT
Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of February 2017 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
February 2017 – Contracts Under $25,000

Consideration of Approval of New/Amended Contracts Under $25,000
for the Month of February 2017

NEW CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE		COST	REQUESTOR
16C0136	Darla Webster	Mentor a Cerritos College special education student Intern. Mentor will assist student intern with development as teaching professional with an emphasis on exploring teaching children with special needs. Mentors will participate in mentor meetings and end of year event	01/09/2017	05/19/2017	$	500.00	Teacher Trac
16C0137	At Your Pace Online, LLC	Cerritos College to provide consultation, review and revision of course content and curriculum for the At Your Pace Online (AYPO) Electrical program.	01/01/2017	12/31/2017		Income	Adult Education
16C0138***							
16C0139	The Dibble Institute for Marriage Education	To provide a one day training to 50 students in the Love Notes curriculum which teaches young people how to build healthy romantic relationships as well as how to prevent dating violence and avoid unprotected sex.	03/31/2017	03/31/2017	$	3,000.00	CalWorks/ASCC
16C0140	The Grand Long Beach	To provide facilities and food services for the Dental Assisting Graduation Ceremony.	06/24/2017	06/24/2017	$	4,459.35	Health Occupations
16C0141	Southern California Medical Center	To provide clinical experiences for students enrolled in the medical assisting program	01/24/2017	01/23/2022		No Cost	Health Occupations
16C0142	Keeon Rudder	To provide a two day training entitled "Simplified Interview" for CalWORKs and Work Study students interested in obtaining training for college, employment and interview success.	04/13/2017	04/14/2017	$	1,800.00	CalWorks/ASCC
16C0143	Health Educator, Mobile Clinic City of Long Beach	Provide mobile truck unit to administer HIV testing and education to ensure early detection of HIV infection, linkage to care in all setting and continuous monitoring for adherence to care and treatment.	03/01/2017	02/28/2018		No Cost	Student Health Center
16C0144	MDRICH Consulting, Inc.	Provide a 4-hour curriculum to enhance sexual assualt prevention. Curriculum will focus on connections between power, privilege, and sexual violence and will include a didactic and interactive components.	03/04/2017	03/04/2017	$	2,500.00	Human Resources
16C0145*							
16C0146*							
16C0147	South Bay Workforce Investment Board, Inc.	To enter into an agreement to become an approved eligible training provider.	03/31/2017	03/31/2019		No Cost	Economic Development
16C0148	Telecare Corporation, La Casa Mental Health Rehab	Provide students with the opportunity to perform field expereince on task for mental agency	02/13/2017	02/13/2021		No Cost	BHSS
16C0149	Select Medical	To provide clinical experiences for students enrolled in the physical therapist assistant program	02/10/2017	02/09/2022		No Cost	Health Occupations
16C0150***							
16C0151***							
16C0152	Targeted Communications	Provide services w/the objective of conduct planing & organizing work necessary for convening a future conference devoted to the discussion of the needs of the southeast cities region	02/10/2017	03/31/2017	$	7,650.00	President's Office
16C0153	KNN Public Finance	To provide continuing disclosure services for all General Obligation Bonds and other financing obligations subject to Rule 15C2-12 adopted by the Secruities and Exchange Commission.	02/20/2017	06/30/2018	$	5,000.00	Business Services
16C0154	CVS Health Inc.	To provide clinical experiences for students enrolled in the Pharmacy Tech program	02/10/2017	02/09/2021		No Cost	Health Occupations
16C0155*							
16C0156*							
16C0157*							
16C0158*							
16C0159*							

Consideration of Approval of New/Amended Contracts Under $25,000
for the Month of February 2017

16C0160	Torrance Memorial Medical Center	To provide clinical experienes to students enrolled in the Physical Therapist Assistant program	03/01/2017	04/30/2020		No Cost	Health Occupations
16C0161	Hot Dog on a Stick	To provide food services for Senior Preview Day	04/07/2017	04/07/2017	$	6,286.50	School Relations
16C0162	Green Truck	To provide food services for Earth Day event	04/20/2017	04/20/2017	$	3,101.04	Student Activities
16C0163	Facilities Planning and Consulting Services	Facilities Planning and Consulting Services for creating of the annual Space Inventory, createing on the 5-year scheduled maintenance plan, scheduled maintenance project funding proposals, hazardous substance project funding proposals, 5 year capital outlay plan	02/20/2017	06/30/2017	$	12,000.00	Business Services
16C0164	City of Long Beach, Department of Health and Human Serv.	Provide mobile truck unit to administer HIV testing and education to ensure early detection of HIV infection.	03/01/2017	02/28/2018		No Cost	Student Health Center
					$	*46,296.89*	

* Contract was submitted as a separate board item due to dollar amount and has already been approved

** No contract was issued under this contract number

*** Pending

****For tracking purposes only

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Student Center

ACTION
It is recommended that the Board of Trustees approve the agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Student Center.

FISCAL IMPACT
The total contract sum shall be for a fixed fee of $33,950, plus a reimbursable amount of $2,000, for a total not-to-exceed amount of $35,950; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, 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.

AUDIO VISUAL TECHNOLOGY CONSULTING FOR THE STUDENT CENTER
PLANNET CONSULTING, LLC
Requested by: Mr. Patrick O'Donnell, Director of Information Technology

Purpose: Cerritos College wishes to enter into an agreement with PlanNet Consulting, LLC to provide audio visual technology consulting services for the Student Center. PlanNet Consulting, LLC's services include, but are not limited to, providing schematic design, development of construction documents, providing bid support, and construction administration for the Student Center AV project.

Period: The time period will be from April 5, 2017 through completion of the project.

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

ATTACHMENT(S)
Draft of Contract No. 16C0150 – PlanNet Consulting, LLC

Cerritos College

DRAFT

Contract No. 16C0150

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

AUDIO VISUAL CONSULTING

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **5TH** 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 **PlanNet Consulting, LLC** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 2951 Saturn Street, Suite E, Brea, CA 92821. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **AUDIO VISUAL TECHNOLOGY CONSULTING FOR THE STUDENT CENTER** 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 Agreement on **April 5**, **2017**, and will diligently perform as required and complete performance through completion of the project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this 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 Agreement
   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 Agreement the Fixed Fee of **Thirty Three Thousand Nine Hundred Fifty and 00/100** Dollars ($**33,950.00**). 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.

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, which shall be reimbursed for a not-to-exceed amount of **Two Thousand and 00/100 ($2,000.00)**:

   5.1. Reimbursable expenses to include local mileage, parking, plotting and printing and delivery costs.

6. **Independent Contractor**. Consultant, in the performance of this 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 Agreement, except as follows: N/A

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.

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 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 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 Agreement. Consultant shall retain these books, records, and systems of account during the Term of this 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 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 Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this 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 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 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 Governing Board, 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 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 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 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 Agreement shall be appropriately amended in writing, or this 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 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 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 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 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 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 Agreement for the services performed in connection with this 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 Agreement.

25. **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:

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District:

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

Consultant:

PlanNet Consulting, LLC

ATTN: _____

Address: _____

_____

Phone: _____

Fax: _____

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.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California 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 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 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 Agreement shall be deemed to be inserted herein and this 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 Agreement, except as otherwise provided in this 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 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 Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

DRAFT

35. **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 authority and empowered to enter into this Agreement.

36. **Counterparts.** This 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.

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**PlanNet Consulting, LLC**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

DRAFT

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

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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 Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

DRAFT

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

1. Reference Consultant's proposal dated November 29, 2016 to Cerritos College, attention to Patrick O'Donnell, regarding Cerritos College Student Center project (5 pages).

DRAFT

November 29, 2016

Mr. Patrick O' Donnell
Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650

CC: Danny Kim – PlanNet

Re: **Proposal for AV Technology Consulting Services for Student Center**

Patrick:

We are pleased to submit this proposal to provide technology consulting services for the Student Center Building. Thank you very much for allowing us to provide with this proposal.

PROJECT BACKGROUND

Our proposal and understanding of the Scope of Services required are based on the following information:

- Cerritos College interested in updating the AV technology for the following locations within the Student Center;
  - North Stage
  - South Stage
  - Main Floor

- The Student Center areas combined are approximately 10,300 sf in size
- The design schedule is TBD, but it is assumed that the project will be an 8-10 month project.

SCOPE OF WORK

1. AV Infrastructure Design and Implementation Oversight

1.1. Schematic Design

1.1.1. Review program statements, site requirements, and proposed budgets, with design team.

1.1.2. Compile AV technology design criteria. Advise design team of impact to proposed systems designs, code requirements, constructability and space requirements.
1.1.3. Develop Schematic Design work-ups for building AV cable infrastructure.
1.1.4. Confirm available campus telecom infrastructure to accommodate proposed new cooper and fiber infrastructure required for AV.
1.1.5. Provide necessary assistance in reviewing cost estimates prepared by "others".
1.1.6. Provide schematic drawing submittal. Provide prints to design team for compilation of documents.

1.2. Construction Documents

1.2.1. Develop Construction Documents for building AV systems and infrastructure. Provide detailed presentation to include plans, sections and elevations, equipment schedules, equipment locations and orientations, identification of major systems routings, control schemes, schematic system diagrams and construction details.
1.2.2. Finalize coordination of connection to campus cable infrastructure.
1.2.3. Coordinate among disciplines on the design team.
1.2.4. Provide necessary assistance in reviewing cost estimates prepared by "others".
1.2.5. Provide updated rough order magnitude estimated construction costs.
1.2.6. Provide drawings submittals at 50%, and 100% construction drawings phase.
1.2.7. Provide prints to design team for compilation of documents at each submittal.
1.2.8. Implement approved value engineering and constructability design revisions. (Please note. If over a 30% of the project needs to be redesigned as part of value engineering, additional fees will apply).

1.3. Bid Support

1.3.1. Respond to requests for information and clarification, to include addendums necessary for clarification in the course of the bid process.
1.3.2. Provide support of bid review with design team, as necessary.

1.4. Construction Support

1.4.1. Respond to requests for information and clarification, to include addendums necessary for clarification in the course of construction.
1.4.2. Review Submittals.

1.4.3. Provide eight (8) site observation visits during construction, and a final site for project sign-off. Provide written compilation of findings.

1.5. Meetings

1.5.1. Meetings as needed and requested by the Cerritos College AV/IT Staff and User Groups. Total number of design meetings shall not exceed three (3). Total number of bid/construction meetings not to exceed sixteen (20) and will be coordinated with our site observation walks.

2. Audio Visual Systems Design and Implementation Oversight

NOTE: The scope of work for the Audiovisual Systems and Infrastructure is based on what PlanNet was told by the College about the expected level of AV system requirements. Essentially, the bulk of the AV requirements will consist of mostly new AV equipment to new technology standards. This level of AV integration is consistent with what exists on the campus now and is consistent with our pricing for this SOW.

2.1. Audiovisual (AV) design scope includes the design of the audiovisual infrastructure (i.e. conduit, power and cable pathways), as well as the design of the AV systems. We will attend three (3) Design Meeting to collect this information. Based on our initial meeting with Cerritos College, we assume Audio Visual elements will include the following:

- 2.1.1. Projector/Projection Screen
- 2.1.2. Utelogy Design and Coordination
- 2.1.3. Sound Re-enforcement (6 Zones)
- 2.1.4. Digital Signage
- 2.1.5. Flat Panel Displays
- 2.1.6. Multi-Use Room (North Stage)
- 2.1.7. Mixer DSP Design

2.2. Develop a preliminary budget for AV;

2.3. Create AV drawings and specifications for the 100% CD submittals for each area including:

- 2.3.1. Equipment list
- 2.3.2. Floor and ceiling plans, as needed.
- 2.3.4. Power and mounting requirements.
- 2.3.5. These documents will not be provided to DSA. If submission to DSA is required additional fees may apply due to the duration of DSA review and potential comments/revisions.
- 2.3.6. Design changes comprising more than 30% of the total design will incur additional fees.

2.4. Prepare Audio Visual system specifications and bid documents in CSI format (assumes up to three bidders).
2.5. Review and evaluate proposals and assist Cerritos College with selection of the most qualified AV contractor;
2.6. Oversee the installation and testing of AV systems;
2.7. Conduct site inspections during the implementation process; and
2.8. Recommend system acceptance as appropriate. PlanNet will conduct two (2) site design reviews.

ASSUMPTIONS/EXCLUSIONS

Our proposal is based on the following assumptions:

- Meetings and site visits will be as stated in each section above;
- Value Engineering is limited as stated in each section above;
- AV integrator will be bid through Cerritos College directly;
- AV contractors selected must be qualified AND certified on the systems/equipment being installed. If we need to remove contractors from the project for lack of qualifications, additional fees will apply.
- Cerritos College will be responsible for enforcing punch list items generated by PlanNet;
- One review will be required for closeout packages;
- Carrier Services/Internet and Video Services procurement and coordination is excluded from this scope of work.

PROFESSIONAL FEES

PlanNet will conduct this project on fixed fee basis as follows:

Base Services Fee	
Construction Documents	$13,300
Bidding	$ 6,650
Construction Administration	$14,000
TOTAL:	**$33,950**

Fees and expenses will be invoiced monthly, as they are incurred, and at cost. Expenses are over and above fees listed and will include local mileage, parking, plotting and printing, and delivery costs.

ACCEPTANCE

If you are in agreement with this proposal, please indicate your acceptance by signing and dating in the space provided below. Thank you again for this opportunity.

Sincerely,



Jorge Meraz, RCDD
Senior Consultant
PlanNet Consulting

Accepted for **Cerritos College** by:

_____
Signature

_____
Name/Title

_____
Date:

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Teleconference Center

ACTION
It is recommended that the Board of Trustees approve the agreement with PlanNet Consulting, LLC for Audio Visual Technology Consulting for the Teleconference Center.

FISCAL IMPACT
The total contract sum shall be for a fixed fee of $29,400, plus a reimbursable amount of $2,000, for a total not-to-exceed amount of $31,400; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, 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.

AUDIO VISUAL TECHNOLOGY CONSULTING FOR THE TELECONFERENCE CENTER
PLANNET CONSULTING, LLC
Requested by: Mr. Patrick O'Donnell, Director of Information Technology

Purpose: Cerritos College wishes to enter into an agreement with PlanNet Consulting, LLC to provide audio visual technology consulting services for the Teleconference Center. PlanNet Consulting, LLC's services include, but are not limited to, providing schematic design, development of construction documents, providing bid support and construction administration for the Teleconference Center AV project.

Period: The time period will be from April 5, 2017 through completion of the project.

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

ATTACHMENT(S)
Draft of Contract No. 16C0151 – PlanNet Consulting, LLC

Cerritos College

DRAFT

Contract No. 16C0151

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

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NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **AUDIO VISUAL TECHNOLOGY CONSULTING FOR THE TELECONFERENCE CENTER** 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 Agreement on **April 5**, **2017**, and will diligently perform as required and complete performance through completion of the project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this 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 Agreement
   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 Agreement the Fixed Fee of **Twenty Nine Thousand Four Hundred and 00/100** Dollars **($29,400.00**). 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.

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, which shall be reimbursed for a not-to-exceed amount of **Two Thousand and 00/100 ($2,000.00)**:

   5.1. Reimbursable expenses to include local mileage, parking, plotting and printing and delivery costs.

6. **Independent Contractor**. Consultant, in the performance of this 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 Agreement, except as follows: N/A

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.

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 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 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 Agreement. Consultant shall retain these books, records, and systems of account during the Term of this 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 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 Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this 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 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 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 Governing Board, 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 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 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 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 Agreement shall be appropriately amended in writing, or this 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 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 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 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 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 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 Agreement for the services performed in connection with this 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 Agreement.

25. **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:

DRAFT

District:	**Consultant:**
Cerritos Community College District **ATTN: Mark B. Logan, CPPO, C.P.M., Director of Purchasing and Contract Adminstration** **11110 Alondra Blvd.** **Norwalk, CA 90650** **562-860-2451** **562-467-5020 (Fax)**	**PlanNet Consulting, LLC** ATTN: _____ Address: _____ _____ Phone: _____ Fax: _____

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.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California 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 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 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 Agreement shall be deemed to be inserted herein and this 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 Agreement, except as otherwise provided in this 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 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 Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this 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 Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

36. **Counterparts.** This 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.

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**PlanNet Consulting, LLC**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

DRAFT

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

DRAFT

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 Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

DRAFT

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

1. Reference Consultant's proposal dated November 29, 2017 to Cerritos College, attention to Patrick O'Donnell, regarding Cerritos College Teleconference Center project (5 pages).

DRAFT

November 29, 2016

Mr. Patrick O' Donnell
Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650

CC: Danny Kim – PlanNet

Re: **Proposal for AV Technology Consulting Services for Teleconference Center**

Patrick:

We are pleased to submit this proposal to provide technology consulting services for the Teleconference Center Project in the LC Building. Thank you very much for allowing us to provide with this proposal.

PROJECT BACKGROUND

Our proposal and understanding of the Scope of Services required are based on the following information:

- Cerritos College is renovating an existing single story theatre.
- The Theatre Building is approximately 3,400 sf in size
- The design schedule is TBD, but it is assumed that the project will be a 6-8 month project.

SCOPE OF WORK

1. AV Infrastructure Design and Implementation Oversight

1.1. Schematic Design

1.1.1. Review program statements, site requirements, and proposed budgets, with design team.
1.1.2. Compile AV technology design criteria. Advise design team of impact to proposed systems designs, code requirements, constructability and space requirements.
1.1.3. Develop Schematic Design work-ups for building AV cable infrastructure.

1.1.4. Confirm available campus telecom infrastructure to accommodate proposed new cooper and fiber infrastructure required for AV.
1.1.5. Provide necessary assistance in reviewing cost estimates prepared by "others".
1.1.6. Provide schematic drawing submittal. Provide prints to design team for compilation of documents.

1.2. Construction Documents

1.2.1. Develop Construction Documents for building AV systems and infrastructure. Provide detailed presentation to include plans, sections and elevations, equipment schedules, equipment locations and orientations, identification of major systems routings, control schemes, schematic system diagrams and construction details.
1.2.2. Finalize coordination of connection to campus cable infrastructure.
1.2.3. Coordinate among disciplines on the design team.
1.2.4. Provide necessary assistance in reviewing cost estimates prepared by "others".
1.2.5. Provide updated rough order magnitude estimated construction costs.
1.2.6. Provide drawings submittals at 50%, and 100% construction drawings phase.
1.2.7. Provide prints to design team for compilation of documents at each submittal.
1.2.8. Implement approved value engineering and constructability design revisions. (Please note. If over a 30% of the project needs to be redesigned as part of value engineering, additional fees will apply).

1.3. Bid Support

1.3.1. Respond to requests for information and clarification, to include addendums necessary for clarification in the course of the bid process.
1.3.2. Provide support of bid review with design team, as necessary.

1.4. Construction Support

1.4.1. Respond to requests for information and clarification, to include addendums necessary for clarification in the course of construction.
1.4.2. Review Submittals.
1.4.3. Provide six (6) site observation visits during construction, and a final site for project sign-off. Provide written compilation of findings.

1.5. Meetings

1.5.1. Meetings as needed and requested by the Cerritos College AV/IT Staff and User Groups. Total number of design meetings shall not exceed three (3). Total number of bid/construction meetings not to exceed sixteen (16) and will be coordinated with our site observation walks.

2. Audio Visual Systems Design and Implementation Oversight

NOTE: The scope of work for the Audiovisual Systems and Infrastructure is based on what PlanNet was told by the College about the expected level of AV system requirements. Essentially, the bulk of the AV requirements will consist of updating existing AV equipment to new technology standards. This level of AV integration is consistent with what exists on the campus now and is consistent with our pricing for this SOW.

2.1. Audiovisual (AV) design scope includes the design of the audiovisual infrastructure (i.e. conduit, power and cable pathways), as well as the design of the AV systems. We will attend three (3) Design Meeting to collect this information. Based on our initial meeting with Cerritos College, we assume Audio Visual elements will include the following:

- 2.1.1. Projector/Projection Screens
- 2.1.2. Utelogy Design and Coordination
- 2.1.3. Sound Re-enforcement
- 2.1.4. Digital Signage
- 2.1.5. Sound Booth coordination
- 2.1.6. Stage infrastructure upgrades
- 2.1.7. Flat Panel Display
- 2.1.8. Podium

2.2. Develop a preliminary budget for AV;

2.3. Create AV drawings and specifications for the 100% CD submittals for each area including:

- 2.3.1. Equipment list
- 2.3.2. Floor and ceiling plans, as needed.
- 2.3.4. Power and mounting requirements.
- 2.3.5. These documents will not be provided to DSA. If submission to DSA is required additional fees may apply due to the duration of DSA review and potential comments/revisions.
- 2.3.6. Design changes comprising more than 30% of the total design will incur additional fees.

2.4. Prepare Audio Visual system specifications and bid documents in CSI format (assumes up to three bidders).

2.5. Review and evaluate proposals and assist Cerritos College with selection of the most qualified AV contractor;
2.6. Oversee the installation and testing of AV systems;
2.7. Conduct site inspections during the implementation process; and
2.8. Recommend system acceptance as appropriate. PlanNet will conduct two (2) site design reviews.

ASSUMPTIONS/EXCLUSIONS

Our proposal is based on the following assumptions:

- Meetings and site visits will be as stated in each section above;
- Value Engineering is limited as stated in each section above;
- AV integrator will be bid through Cerritos College directly;
- AV contractors selected must be qualified AND certified on the systems/equipment being installed. If we need to remove contractors from the project for lack of qualifications, additional fees will apply.
- Cerritos College will be responsible for enforcing punch list items generated by PlanNet;
- One review will be required for closeout packages;
- Carrier Services/Internet and Video Services procurement and coordination is excluded from this scope of work.

PROFESSIONAL FEES

PlanNet will conduct this project on fixed fee basis as follows:

Base Services Fee	
Construction Documents	$11,560
Bidding	$ 6,280
Construction Administration	$11,560
TOTAL:	**$29,400**

Fees and expenses will be invoiced monthly, as they are incurred, and at cost. Expenses are over and above fees listed and will include local mileage, parking, plotting and printing, and delivery costs.

ACCEPTANCE

If you are in agreement with this proposal, please indicate your acceptance by signing and dating in the space provided below. Thank you again for this opportunity.

Sincerely,



Jorge Meraz, RCDD
Senior Consultant
PlanNet Consulting

Accepted for **Cerritos College** by:

_____
Signature

_____
Name/Title

_____
Date:

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services

ACTION
It is recommended that the Board of Trustees approve the Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for legal services.

FISCAL IMPACT
Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Atkinson, Andelson, Loya, Ruud & Romo for a variety of legal services.

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
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
MASTER AGREEMENT FOR LEGAL SERVICES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo ("AALRR"), for legal services as required by Cerritos College. Legal services provided by AALRR include, but are not limited to, education law, personnel relations, and construction, including but not limited to providing advice, recommendations and legal opinions, and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with AALRR. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with AALRR. Staff finds the rates as proposed by AALRR for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	2017-2018 Proposed Rates	2018-2019 Proposed Rates
Senior Partners	$265.00 per hour	$280.00 per hour	$290.00 per hour
Partners/Senior Counsel	$255.00 per hour	$270.00 per hour	$280.00 per hour
Senior Associates	$245.00 per hour	$260.00 per hour	$270.00 per hour
Associates	$235.00 per hour	$250.00 per hour	$260.00 per hour
Senior Paralegals	$165.00 per hour	$175.00 per hour	$180.00 per hour
Paralegals	$155.00 per hour	$165.00 per hour	$170.00 per hour
Education Support Services Consultants	N/A	$200.00 per hour	$200.00 per hour

Period: The time period of the agreement is from April 6, 2017 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 16C0155 – Atkinson, Andelson, Loya, Ruud & Romo

AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. 16C0155

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **April 6, 2017**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and

B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;

C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **April 6, 2017** and shall continue thereafter until **June 30, 2019** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise to include, but not limited to education law, personnel relations, and construction, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

a. **Supervising Attorney:** The FIRM appoints **Steven J. Andelson** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in

this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.

c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Subject to approval of the FIRM, whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

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b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

c. **Specialized Legal Services:** For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations, and appellate law, the DISTRICT agrees to pay the FIRM an hourly rate higher than the rates reflected in Attachment B to this AGREEMENT, subject to prior approval of the DISTRICT. The DISTRICT shall be informed of such specialized services and rates prior to any billings by the FIRM.

d. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are $.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.

e. **Non-Reimbursable Expenses**: Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.

f. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request**.** The original invoice shall be submitted to the DISTRICT as follows.

g. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to

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process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

a. **Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.

b. **Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.

c. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

d. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate

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this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**FIRM:**
Representative: Felipe R. Lopez Vice President of Business Services Tel: (562) 860-2451 x 2242	Representative: Steven J. Andelson, Partner *(Name & Title)* Tel: (562) 653-3200
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203	For Notices: 12800 Center Court Dr. Suite 300 Cerritos, CA 90703
Fax: (562) 467-5020	Fax: (562) 653-3333

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.

9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), as a result of the Firm's negligent acts or omissions, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.

10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less

than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than $2,000,000 per occurrence.

ii. The above insurance must be provided or written on an occurrence basis.

b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to $1,000,000 combined single limit bodily injury and property damage liability, and $1,000,000 uninsured/underinsured motorist coverage.

c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and $1,000,000 limit Employers Liability.

d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of $1,000,000 per occurrence and at least a minimum of $2,000,000 annual aggregate.

e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

11. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The

FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.

14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____

Signature

_____

Typed or Printed Name, & Title

Date: _____

CONTRACTOR:

By: _____

Signature

_____

Typed or Printed Name, & Title

_____

E-Mail

_____

Tax Identification Number (EIN)

Date: _____

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ATTACHMENT "A"

TO

AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL

DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

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Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The $.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than l00 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-

office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

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ATTACHMENT "B"

TO

AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	2017-2018 Per Hour Rate	2018-2019 Per Hour Rate
Senior Partners	$280.00	$290.00
Partners/Senior Counsel	$270.00	$280.00
Senior Associates	$260.00	$270.00
Associates	$250.00	$260.00

Paralegals	Per Hour Rate	Per Hour Rate
Senior Paralegals	$175.00	$180.00
Paralegals	$165.00	$170.00

Non-Legal Consultants	Per Hour Rate	Per Hour Rate
Education Support Services Consultants	$200.00	$200.00

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for Legal Services

ACTION
It is recommended that the Board of Trustees approve the Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for legal services.

FISCAL IMPACT
Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Liebert Cassidy Whitmore, a Professional Corporation for a variety of legal services.

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
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION
MASTER AGREEMENT FOR LEGAL SERVICES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation ("LCW"), for legal services as required by Cerritos College. Legal services provided by LCW include, but are not limited to, employment, labor relations, business, facilities, and educational law matters, including but not limited to providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with LCW. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with LCW. Staff finds the rates as proposed by LCW for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	New Proposed Rates
Partners	$295.00 per hour	$320.00 per hour
Of Counsel	$275.00 per hour	$295.00 per hour
Associates	$190.00 - $255.00 per hour	$200.00 - $275.00 per hour
Paraprofessionals, including Paralegals	$120.00 - $150.00 per hour	$75.00 - $160.00
Labor Relations Professionals	N/A	$195.00

Period: The time period of the agreement is from April 6, 2017 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 16C0157 – Liebert Cassidy Whitmore, a Professional Corporation

AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. 16C0157

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **April 6, 2017**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **LIEBERT CASSIDY WHITMORE**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and

B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;

C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **April 6, 2017** and shall continue thereafter until **June 30, 2019** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise pertaining to employment, labor relations, business, facilities, and educational law matters, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

a. **Supervising Attorney:** The FIRM appoints **Pilar Morin** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this

designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.

c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRCT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are $.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.

d. **Non-Reimbursable Expenses**: Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.

e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request**.** The original invoice shall be submitted to the DISTRICT as follows.

f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

a. **Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.

b. **Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.

c. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

d. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

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7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**FIRM:**
Representative: Felipe R. Lopez Vice President of Business Services Tel: (562) 860-2451 x 2242	Representative: J. Scott Tiedemann, Managing Partner *(Name & Title)* Tel: (310) 981-2022
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203	For Notices: Liebert Cassidy Whitmore 6033 W. Century Blvd. Suite 500 Los Angeles, CA 90045
Fax: (562) 467-5020	Fax: (310) 337-0837

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.

9. **INDEMNIFICATION:** FIRM shall hold harmless, indemnify and defend the DISTRICT and its board members, agents, officers, employees, and volunteers from and against any and all claims, demands, judgments, awards, liability, loss, cost of expense, including attorney's fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of FIRM or any of its officers, employees or agents in the performance of this Agreement, except such damage as is caused by the sole negligence or misconduct of the DISTRICT or any of its board members, agents, officers, employees, or volunteers.

10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the

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DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than $2,000,000 per occurrence.

ii. The above insurance must be provided or written on an occurrence basis.

b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to $1,000,000 combined single limit bodily injury and property damage liability, and $1,000,000 uninsured/underinsured motorist coverage.

c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and $1,000,000 limit Employers Liability.

d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of $1,000,000 per occurrence and at least a minimum of $2,000,000 annual aggregate.

e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

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11. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.

14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

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[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	J. Scott Tiedemann, Managing Partner
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	stiedemann@lcwlegal.com
	E-Mail
	95-3658973
	Tax Identification Number (EIN)
Date: _____	Date: _____

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ATTACHMENT "A"

TO

AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL

DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of

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law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The $.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall only charge for travel time to and from the DISTRICT if such travel is pre-approved by DISTRICT. Similarly, prior to traveling more than l00 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory

or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

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ATTACHMENT "B"

TO

AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	Per Hour Rate
Partners	$320.00
Of Counsel	$295.00
Associates	$200.00 - $275.00

Paraprofessional	Per Hour Rate
Paraprofessionals, including paralegals	$75.00 - $160.00

Labor Relations Professionals	
Labor Relations Professionals	$195.00

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Master Agreement with Parker & Covert, LLP, a Professional Corporation for Legal Services

ACTION
It is recommended that the Board of Trustees approve the Master Agreement with Parker & Covert, LLP, a Professional Corporation for legal services.

FISCAL IMPACT
Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Parker & Covert, LLP, a Professional Corporation for a variety of legal services.

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
PARKER & COVERT, LLP, A PROFESSIONAL CORPORATION
MASTER AGREEMENT FOR LEGAL SERVICES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Parker & Covert, LLP, a Professional Corporation ("Parker & Covert"), for legal services as required by Cerritos College. Legal services provided by Parker & Covert include, but are not limited to, providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with Parker & Covert. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with Parker & Covert. Staff finds the rates as proposed by Parker & Covert for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	New Proposed Rates
Partners	$225.00 per hour	$255.00 per hour
Senior Associates	$195.00 per hour	$215.00 per hour
Junior Associates	$175.00 per hour	$205.00 per hour
Law Clerks/Paralegals	$100.00 per hour	$135.00 per hour

Period: The time period of the agreement is from April 6, 2017 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 16C0159 – Parker & Covert, LLP, a Professional Corporation

AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. 16C0159

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **April 6, 2017**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **PARKER & COVERT, LLP**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and

B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;

C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **April 6, 2017** and shall continue thereafter until **June 30, 2019** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise pertaining to specific legal services, including, but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

a. **Supervising Attorney:** The FIRM appoints **Spencer E. Covert** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's

Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.

c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

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b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRCT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are $.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.

d. **Non-Reimbursable Expenses**: Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.

e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request**.** The original invoice shall be submitted to the DISTRICT as follows.

f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

a. **Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.

b. **Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.

c. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

d. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

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7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**FIRM:**
Representative: Felipe R. Lopez Vice President of Business Services Tel: (562) 860-2451 x 2242	Representative: Spencer E. Covert *(Name & Title)* Tel: (714) 573-0900
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203	For Notices: Parker & Covert, LLP 17862 E. 17th Street Suite 204, East Building Tustin, CA 92780
Fax: (562) 467-5020	Fax: (714) 573-0998

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.

9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), in connection with the FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.

10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than $2,000,000 per occurrence.

ii. The above insurance must be provided or written on an occurrence basis.

b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to $1,000,000 combined single limit bodily injury and property damage liability, and $1,000,000 uninsured/underinsured motorist coverage.

c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and $1,000,000 limit Employers Liability.

d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of $1,000,000 per occurrence and at least a minimum of $2,000,000 annual aggregate.

e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

11. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall

indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.

14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-Mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

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ATTACHMENT "A"

TO

AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL

DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

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Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The $.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than l00 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription,

pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

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ATTACHMENT "B"

TO

AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	Per Hour Rate
Partners	$255.00
Senior Associates	$215.00
Associates	$205.00

Paralegals	Per Hour Rate
Law Clerks/Paralegals	$135.00

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Master Agreement with Public Agency Law Group for Legal Services

ACTION
It is recommended that the Board of Trustees approve the Master Agreement with Public Agency Law Group for legal services.

FISCAL IMPACT
Funding will be allocated from the general fund and/or GO Bond funds; several departments on campus utilize the agreement with Public Agency Law Group for a variety of legal services.

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
PUBLIC AGENCY LAW GROUP
MASTER AGREEMENT FOR LEGAL SERVICES
Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Public Agency Law Group ("PALG") for legal services as required by Cerritos College. Legal services provided by PALG include, but are not limited to, providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with PALG. Staff finds the rates as proposed by PALG for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	New Proposed Rates
Senior Partner	N/A	$260.00 per hour
Partner	N/A	$250.00 per hour
Paralegal	N/A	$100.00 per hour

Period: The time period of the agreement is from April 6, 2017 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 16C0158 – Public Agency Law Group

AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. 16C0158

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **April 6, 2017**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **PUBLIC AGENCY LAW GROUP**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and

B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;

C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **April 6, 2017** and shall continue thereafter until **June 30, 2019** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

a. **Supervising Attorney:** The FIRM appoints **Sherman Wong** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's

Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.

c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

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b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRCT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are $.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.

d. **Non-Reimbursable Expenses**: Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.

e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request**.** The original invoice shall be submitted to the DISTRICT as follows.

f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

a. **Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.

b. **Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.

c. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

d. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

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7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**FIRM:**
Representative: Felipe R. Lopez Vice President of Business Services Tel: (562) 860-2451 x 2242	Representative: Sherman Wong *(Name & Title)* Tel: (810) 640-0800
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203	For Notices: Public Agency Law Group 222 North Sepulveda Blvd. Suite 1690 El Segundo, CA 90245
Fax: (562) 467-5020	Fax: (810) 640-0818

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.

9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), in connection with the FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.

10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than $2,000,000 per occurrence.

ii. The above insurance must be provided or written on an occurrence basis.

b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to $1,000,000 combined single limit bodily injury and property damage liability, and $1,0000,000 uninsured/underinsured motorist coverage.

c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and $1,000,000 limit Employers Liability.

d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of $1,000,000 per occurrence and at least a minimum of $2,000,000 annual aggregate.

e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

11. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall

indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.

14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-Mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

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ATTACHMENT "A"

TO

AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL

DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

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Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The $.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than l00 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription,

pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

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ATTACHMENT "B"

TO

AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	Per Hour Rate
Senior Partner	$260.00
Partner	$250.00

Paralegals	Per Hour Rate
Paralegal	$100.00

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Agreement with Bill Carr Surveys, Inc. for Survey Services for the Health & Wellness Complex – Phase I

ACTION
It is recommended that the Board of Trustees approve the agreement with Bill Carr Surveys, Inc. for Survey Services for the Health & Wellness Complex – Phase I.

FISCAL IMPACT
The total contract sum shall be in the not-to-exceed amount of $44,390; this amount will be funded from the GO Bond. Bill Carr Surveys, Inc. is headquartered in Orange, 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.

SURVEY SERVICES FOR THE HEALTH & WELLNESS COMPLEX – PHASE I
BILL CARR SURVEYS, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: Cerritos College wishes to enter into an agreement with Bill Carr Surveys, Inc. to provide survey services for the Health & Wellness Complex – Phase I. Bill Carr Surveys, Inc.'s services include, but are not limited to, office calculations and plan review, recovery of existing boundary or site control, site vertical benchmarks, topographic survey of existing grades, marking of demolition limits, post-rough grading topographic survey, staking and gridlines, pre-pour bolt check, and post-pour bolt check.

Period: The time period will be from April 6, 2017 through April 5, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 16P014– Bill Carr Surveys, Inc.

Cerritos College **DRAFT**

Contract No. 16P014

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

SURVEY SERVICES FOR THE HEALTH & WELLNESS COMPLEX – PHASE I

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **6th** 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 **Bill Carr Surveys, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 615 N. Poplar Street, Orange, CA 92868. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Survey services for the Health & Wellness Complex – Phase I** as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Agreement on **April 6**, **2017**, and will diligently perform as required and complete performance by **April 5**, **2018**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this 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 Agreement
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 Agreement a total fee not to exceed **Forty Four Thousand Three Hundred Ninety and 00/100 Dollars** ($**44,390.00**). 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. The Services shall be performed on a Time and Materials basis at the hourly billing rates and/or unit prices included in **Exhibit "A."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

6. **Independent Contractor**. Consultant, in the performance of this 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 Agreement.

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.

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 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 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 Agreement. Consultant shall retain these books, records, and systems of account during the Term of this 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 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 Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

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

12.3.1. material violation of this 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 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 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 Governing Board, 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.

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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 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 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 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 Agreement shall be appropriately amended in writing, or this 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 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 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 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 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 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 Agreement for the services performed in connection with this 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 Agreement.

25. **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:	**Consultant:**
Cerritos Community College District **ATTN: Mark B. Logan, Director of Purchasing and Contract Administration** **11110 Alondra Blvd.** **Norwalk, CA 90650** **562-860-2451** **562-467-5020 (Fax)**	**Bill Carr Surveys, Inc.** ATTN: _____ Address: _____ _____ Phone: _____ Fax: _____

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.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California 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 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 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 Agreement shall be deemed to be inserted herein and this 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 Agreement, except as otherwise provided in this 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 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 Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this 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 Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

36. **Counterparts.** This 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.

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Bill Carr Surveys, Inc.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

DRAFT

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

DRAFT

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 Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

DRAFT

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

1. Attached and incorporated by references is the proposal letter from Daniel Garcia, PLS, CEO Bill Carr Surveys, Inc. to Kevin Jones, Project Manager, Tilden-Coil Constructors, Cerritos Community College District to perform survey services for the Health and Wellness Complex – Phase I, dated January 26, 2016 – Revised (7 pages).

DRAFT

BILL CARR SURVEYS, INC.
615 N. Poplar Street, Orange, CA 92868
(714) 978-3889 / Fax (714) 978-3890
Email: bcarr@billcarrsurveys.com

REVISED January 26, 2016

Cerritos College
Cerritos Community College Program
11110 Alondra Blvd, Norwalk, CA 90650

kjones@tilden-coil.com
pstavros@tilden-coil.com

RE: Cerritos Health and Wellness Complex Project Complete Survey Proposal
PHASE 1 ONLY

Kevin,

Thank you for the invitation to bid this project. Included in our "Bid total" are all of the survey scope items we consider pertinent to the successful completion of the project. In fact, we have priced every item individually in case you would like to select your survey services individually. Alternatively, we can work at our T & M rates, listed at the end of this proposal. Please let us know if there are any questions or concerns. We look forward to hearing from you.

Please note that we are professional consultants and not subcontractors and will require a sub-consultant agreement, instead of a sub-contractor agreement for our services. Thank you.

SCOPE:

Phase 1

Item and Description	Optional Item Designation	Bid Item Amount
1) Office Calculations and Plan Review Please note: The Owner has paid for the engineering of these plans and should not have to pay for additional calculations of this data for construction. *BCS is requiring CAD files—AutoCAD 2014 compatible with all data three days in advance of staking in order for our office to prepare data for our field crew.* BCS will check the Control in the CAD and reference against the Architectural and Structural Plans prior to any Staking. Any discrepancies found will be noted and submitted in an RFI requesting clarifications. This Item also covers the office calculations and support for the field crew, within the first round of staking for all contracted scope items. (Office time for Asbuilts, Bolt Checks, Certifications, and plan revisions is excluded from this item.)		**$ 2,070.00**
2) Recovery of existing boundary or site control BCS will require that the control used in the base mapping be provided by the design team. BCS will recover and check the control, vertically and horizontally to the existing conditions prior to doing ay staking. *1 Move-in max*		**$ 1,840.00**

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3) Site Vertical Benchmarks BCS will set 2 site vertical Benchmarks during the same move-in when Control is recovered. Locations to be approved by Superintendant prior to setting. Crew will provide a field sketch of locations.		**$ 460.00**
4) Topographic Survey of Existing Grades A. BCS proposes to conduct a topographic survey of the grades in the field area in order for quantities to be calculated from before any construction takes place. Approximately 100 points.	OPTIONAL	$ 1,610.00
B. BCS Office will produce an exhibit overlaying topographic shots onto a background of a plan document. BCS to provide data to client in deliverable.	OPTIONAL	$ 345.00
5) Demolition BCS proposes to mark the demolition limits at: A. The Southwest corner of the project where the sidewalk is to bee saw cut. 2 points	OPTIONAL	$ 230.00
B. The Saw-cut line along the entire east side of the Phase 1 area, that separates the Phase 1 area from the portion of accessible sidewalk that is to remain. Points at 25 foot intervals. *1 Move-in max*	OPTIONAL	$ 690.00
6) Post Rough Grading Topo BCS will conduct a topographic survey of the site after rough grading has been done to confirm that it is in per plan. BCS office will issue an exhibit of the topo shots overlaid on the approved grading or rough plan.	OPTIONAL	$ 920.00
7) Pad Staking BCS will layout offsets to the building envelope for building "A" and "B." *1 Move-in max*		**$ 1,380.00**
8) Pad Verification A. Bldg "A." - BCS will topo the newly completed pad. We will email these topo's to the engineer of record for his written approval to the City. BCS will not issue any certifications. We will also advise your grader of any corrections he may need before we leave the site. We will issue a "Field Memo" stating the correctness of the grading of these areas. After this item is complete the field crew will move right into the setting of street level building grids. *1 Move-in max*		**$ 920.00**

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B. Bldg "B." - BCS will topo the newly completed pad. We will email these topo's to the engineer of record for his written approval to the City. BCS will not issue any certifications. We will also advise your grader of any corrections he may need before we leave the site. We will issue a "Field Memo" stating the correctness of the grading of these areas. After this item is complete the field crew will move right into the setting of street level building grids. *1 Move-in max*		**$ 920.00**
C. Pad Cert Exhibits If required, BCS will create exhibits for the pad certifications. Exhibits will be emailed to the client for forwarding to the Engineer of Record (EOR).	OPTIONAL	$ 345.00
9) Pile Horizontal Location Staking BCS will stake the centerline of each individual Pile. BCS understands that the drilling machinery and equipment makes it so that the site is thoroughly travelled and it becomes practical to stake only portions of the pile at a time in order to best protect the staking and prevent re-work. BCS has allotted move-ins accordingly. Please note that this item only covers horizontal placement of the pile. Vertical information can be calculated by others and figured using the site vertical benchmarks or by the item below. A. Building "A"- BCS will set a a durable marker (8"-10" spike, with wire flag, and pile #) at the centerline of each actual pile location. *2 Move-ins max*		**$ 4,140.00**
B. Building "A"- BCS will set a a durable marker (8"-10" spike, with wire flag, and pile #) at the centerline of each actual pile location. *1 Move-ins max*		**$ 2,070.00**
10) Street Level Building Grids BCS will stake 5 gridlines by 4 gridlines around the perimeter of the buildings. Points will be tacked hubs in the dirt and are to be used to assist in the setting of batter boards for footing layout by others. BCS will suggest the gridlines but final decision of which grids to stake will be up to the contractor. A. Building "A"- BCS suggests gridlines: A1, A6, A9, A13, A18, by AA, AE, AN, AT (24 points max) *1 Move-in max*		**$ 2,300.00**
B. Building "B"- BCS suggests gridlines: B2, B4, B5, B8, B12, by BA, BD, BF, BH (24 points max) *1 Move-in max*		**$ 2,070.00**

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11) Builidng "A" Elevator Pits (2) BCS will stake grids in the immediate vicinity of the elevator to assist in the precise placement of the elevators. BCS will stake offsets to grid intersection of A9 and AD for Elevator 1 and offsets to grid intersection of A7 and AN for Elevator 2. Tacked hubs in dirt. *1 Move-in max*		**$ 1,150.00**
12) Building "A" Exterior Stairs (3) BCS stake grids in the immediate vicinity of each of the Stairs. A. Stair #1- BCS will stake offsets to centerline of stair by grid A9 B.	OPTIONAL	$ 460.00
C. Stair #2- BCS will stake offsets to grids AF by A18	OPTIONAL	$ 460.00
D. Stair #3- BCS will stake offsets to grids AM by A18	OPTIONAL	$ 460.00
13) Pre-Pour Bolt Check BCS believes that the concrete will be done in partial pours and proposes to check the base plates (horizontally and vertically), prior to concrete pours as in separate move-ins BCS will advise contractor of adjustments that can be done in the field. *Bolt patterns to be set in rebar prior to our move-in. BCS will issue a report indicating the centerline bolt pattern positions after contractor makes final adjustments during our move-ins.* A. Building "A" Field Move-ins plus reports *3 Move-ins max*		**$ 5,520.00**
B. Building "B" Field Move-ins plus reports *2 Move-ins max*		**$ 3,680.00**
14) Post-Pour Bolt Check BCS proposes to check the final location of bolt patterns after concrete pours and issue a spread sheet indicating the final bolt pattern positions. A. Building "A" Field Move-ins plus reports *3 Move-ins max*		**$ 4,830.00**
B. Building "B" Field move-ins plus reports *2 move-ins max*		**$ 3,220.00**

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15) Interior Vertical Benchmarks BCS will set 2 Interior Vertical benchmarks on steel columns per bldg, per level. BCS will punch the steel at 5 foot above the design finish floor elevation. A. Building "A" Level 1		**$ 460.00**
B. Building "A" Level 2		**$ 460.00**
C. Building "A" Roof		**$ 460.00**
D. Building "B" Level 1		**$ 460.00**
E. Building "B" Roof		**$ 460.00**
BID TOTAL for all PHASE 1 (part 1)Survey *Includes Optional items		**$44,390.00**

Exclusions:
Excavation Staking
Excavation Certification
Pile Vertical Calculations
Pile Asbuilts
Regrade/Pad check- (after pile are placed)
MEP (Pre concrete control)
Floor Control (Grids)
Plumb Up Control
Perimeter Control
Utility tie in survey (after potholing)
Electrical line
Light bollards
Sidewalk staking
Tree staking
Building Height Certification
Misc. Asbuilts

2/9/2017

BILL CARR SURVEYS, INC.
615 N. Poplar Street, Orange, CA 92868
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Bill Carr Surveys, Inc. Rates for Additional Work:

Office/AutoCAD $ 115.00 per hour
(Office rate is inclusive of exhibits if requested, field support, calculations, and only office functions directly related to the execution of the requested field work)

2-Man Field $ 230.00 per hour
* most commonly used field rate
(2-Man Field rate is inclusive of our use of specialized survey equipment, industry standard materials used for staking such as lath, spikes, hubs, flagging etc., cut-sheets and only materials/deliverables related to the execution of the requested field work.)

1-Man Field $ 185.00 per hour
*Note: only used when safe, practical and efficient to do so as determined by BCS.
(1-Man Field rate is inclusive of our use of specialized survey equipment, industry standard materials used for staking such as lath, spikes, hubs, flagging etc., cut-sheets and only materials/deliverables related to the execution of the requested field work.)

3-Man Field $ 315.00 per hour
*Note: only used when safe, practical and efficient to do so as determined by BCS.
(3-Man Field rate is inclusive of our use of specialized survey equipment, industry standard materials used for staking such as lath, spikes, hubs, flagging etc., cut-sheets and only materials/deliverables related to the execution of the requested field work.)

GENERAL NOTES:

1) Above listed rates are effective thru October, 2017 unless otherwise stated.
2) 1 hours travel will be charged per Move-in at field rate.
3) 1.5x Premium for overtime, Saturday, and night work
4) 2x Premium for Holiday and Sunday
5) There is a 4 hour min. per move-in. Any of the Lump Sum Items listed in the proposal that are priced as less than the cost of a 4-hour Move-in at the 2Man Rate ($920) must be combined with another item to increase the scope of work for that day. Please schedule accordingly.
6) No retention
7) Please schedule a survey crew move-in 60 hours in advance of needed work
8) If applicable, please provide our office with all appropriate plans, specifications and CAD files (Auto Cad 2014 compatible) at least 48 hours before field work needed.
9) We are Professional Design Consultants, not sub Contractors and should be issued a sub-consultant or Professional Service agreement for our services.
10) Contract may be terminated by either party as allowed by law, in writing. If the contract is terminated at any time, for any reason, by any party, prior to completion, BCS retains the right to complete the work described above as necessary to comply with the law. Compensation will be paid by client for work done up to the date of termination

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11) If BCS or the client determine that additional services are necessary, BCS will provide pricing for the additional services to the client before any additional work is performed and/or work at the Time & Material rates listed above.

If you have any questions, please call.

Sincerely,

Daniel Garcia, PLS # 9038
CEO, Bill Carr Surveys, Inc.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Subgrantee Agreement with Rancho Santiago Community College District for the Strong Workforce Program – Regional Fund Agreement**

ACTION
It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement allocated to Cerritos College.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $469,000; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY
The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SUBGRANTEE AGREEMENT FOR THE STRONG WORKFORCE PROGRAM – REGIONAL FUND AGREEMENT
Requested by: Mr. Rick Miranda, Acting Vice President of Academic Affairs

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement CTE Data Unlocked Initiative Funds which will be utilized for vocational program improvement. The purpose of the governing grant is to develop, enhance, and expand quality Career Technical Education offerings that build upon the existing community college regional capacity to respond to regional labor market needs. Rancho Santiago Community College District is the fiscal agent, and has obtained a grant agreement from the California Community Colleges Chancellor's Office to distribute funds within the region following certification of the Regional Plans by the Regional Consortia.

Period: The time period will be from July 1, 2016 through June 30, 2020.

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

ATTACHMENT(S)
Draft Contract No. 16C0168 – Rancho Santiago Community College District Subgrantee Agreement

ORANGE COUNTY REGION
STRONG WORKFORCE PROGRAM – REGIONAL FUND
MASTER AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT

July 1, 2016 – June 30, 2020

This Agreement, entered into February 27, 2017 between Rancho Santiago Community College District, hereinafter referred to as "Fiscal Agent," and **Cerritos Community College District** (hereinafter referred to as "Sub-recipient). The Fiscal Agent and Sub-recipient are also referred to collectively as "Parties" and individually as "Party." This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor's Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending June 30, 2020 supported by Strong Workforce Program-Regional Fund allocations disbursed in 2016-2017, 2017-2018, and 2018-2019.

WHEREAS, the Rancho Santiago Community College District has been designated as the Fiscal Agent for the Strong Workforce Program – Regional Share for the Los Angeles and Orange County region and is responsible for distributing funds to the Cerritos Community College Districts within the region following certification of the Regional Plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the Fiscal Agent Scope of Work (*Exhibit B*), and

WHEREAS, Rancho Santiago Community College District has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, Sub-recipient has agreed to participation in the purpose of the Agreement according to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties agree as follows:

1. PARTICIPATION AGREEMENT

Sub-recipient shall perform the Scope of Work detailed using individually executed Participation Agreements (*Exhibit A*). Such Participation Agreements shall fully detail the Scope of Work between Parties. As needed, the Scope of Work can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Sub-recipient agree that Participation Agreements signed by the Parties will be binding under this Master Agreement without further action by the Parties.

2. TERM OF AGREEMENT

Effective Date of Agreement: July 1, 2016

Expiration Date of Agreement: June 30, 2020

Parties may modify this Master Agreement and any Participation Agreement annually, contingent upon the availability of grant funds, as mutually agreed upon.

3. RULES FOR DELIVERABLES

A. Each Participation Agreement will identify a point of contact for the Participation Agreement, and points of contact for major project components in the Scope of Work as appropriate. The Sub-recipient will inform the Fiscal Agent of any changes to the point(s) of contact in a timely manner.

B. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.

C. Products, results, and measureable outcomes shall be provided as detailed in each Participation Agreement.

D. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.

E. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).

F. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

4. PARTICIPATION AGREEMENT PAYMENTS AND INVOICING

Project allocations from Fiscal Agent to the Sub-recipient will be specified in the Participation Agreement, based on the Regional Plans certified by the Regional Consortia. Funds are to be utilized by the Sub-recipient in accordance with the terms and conditions of both this Master Agreement, the pertinent Participation Agreement, and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office (Exhibit C). If the there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right to require adjustment to the scope of work and funding of the Participation Agreements accordingly, up to and including the end of all activities under this Agreement and any Participation Agreement.

The Fiscal Agent shall make payments to the Sub-recipient up to the amount listed in the Participation Agreement, to be paid on a quarterly basis through a reimbursement process

according to the expenditures submitted in the quarterly reports and upon submission of an invoice for payment. Invoices referencing the Participation Agreement number should be submitted to the following address:

Rancho Santiago CCD
ATTN: Resource Development
2323 North Broadway, Ste. 350
Santa Ana, CA 92706

5. BUDGET MANAGEMENT

The Sub-recipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds (which are not in any way related to this Agreement) and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from the allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Sub-recipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

6. REPORTING

Program and financial reports will be submitted on a quarterly basis, according to the system and requirements of the California Community College Chancellor's Office. A reporting schedule will be disseminated to the Sub-recipient at least 30 days prior to the due date of the first report. Reports will be due 20 days after the end of the last month of the quarter.

NOTE: The first quarterly report will be due on the next due date following approval of this Agreement.

A Final Program and Expenditure Report will be due at the end of the project, according to the requirements of the Chancellor's Office. The Fiscal Agent will inform the Sub-recipient of the requirements and the due date for the Final Report at least three months before the end date of the Agreement.

The Sub-recipient is responsible for all Strong Workforce Program-Regional Funds reporting to the Fiscal Agent. Fiscal Agent is responsible for all Strong Workforce Program-Regional Funds Reporting to the Chancellor's Office.

7. MODIFICATIONS

If a Sub-recipient desires to change the amount, scope of work, or make substantial revision to the outcomes of a Participation Agreement the following process must be followed:

A. The Sub-recipient notifies the Fiscal Agent and the Project Lead of the desired changes.

B. The Sub-recipient notifies the other colleges involved in the regional project related to the Participation Agreement, and secures agreement of the change(s) from the other colleges and/or the Project Lead.

C. The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions, and will modify the Participation Agreement to reflect the requested changes.

D. The Sub-recipient and Fiscal Agent will sign the amended Participation Agreement, which will replace the prior Participation Agreement and become the active Participation Agreement once executed.

8. USE OF FUNDS – TRAVEL

If Strong Workforce Program-Regional funds will be used for out-of-state travel, the Party must submit an Out-of-State travel request form to the Fiscal Agent who will review it to ensure compliance with the California Community Colleges Chancellor's Office requirements.

9. SHARED USE OF EQUIPMENT or RESOURCES

In the event that Sub-recipient uses funds to secure equipment or other resources to be used in common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Sub-recipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Sub-recipient regarding development of a shared use agreement.

10. SUBCONTRACTS

A. In any event, if the Sub-recipient wishes to enter into a subcontract agreement for performance of any part of the activities listed in the Participation Agreement, the Sub-recipient shall disclose the intended purpose and amount of the subcontracting and identify the proposed subcontractor to the Fiscal Agent in a timely manner.

B. The Sub-recipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-recipient. The Sub-recipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Sub-recipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

11. RECORDS AND AUDITS

A. The Sub-recipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Participation Agreement.

B. The Sub-recipient must maintain a list of the cost and location of the equipment purchased with Strong Workforce Program funds.

C. The Sub-recipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sub-recipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Sub-recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sub-recipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.

1) If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later.

2) All records must be retained throughout the project. The five (5) year period of retention starts on the last day of the performance period stipulated in the Participation Agreement.

12. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current.

Cerritos Community College District
Primary Contact
Name:
Title:
Address: 11110 Alondra Blvd.
City, State Zip: Norwalk, CA 90650-6269
Email, phone:

Fiscal Contact
Name:
Title:
Address: 11110 Alondra Blvd.
City, State Zip: Norwalk, CA 90650-6269
Email, phone:

Fiscal Agent - Rancho Santiago Community College District

Primary Contact
Janeth Manjarrez, SWP Director
2323 North Broadway, Ste. 350
Santa Ana, CA 92706
Manjarrez_Janeth@rsccd.edu
(714) 480-7471

Fiscal Contact
Peter J. Hardash, Vice Chancellor of Business Operations & Fiscal Services
2323 North Broadway, 4th Floor
Hardash_Peter@rsccd.edu, (714) 480-7340
Santa Ana, CA 92706

13. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Sub-recipient. In the event that such funding is terminated or reduced, RSCCD shall provide the Sub-recipient with written notification of such determination and RSCCD shall reimburse the Sub-recipient for costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the Sub-recipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

14. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

15. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Sub-recipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Sub-recipient a written request to appeal said decision. Pending final decision of the appeal, Sub-recipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. INDEMNIFICATION

All Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Parties, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Parties, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties or any of its agents or employees.

17. INSURANCE

All Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. The Parties each warrant that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Fiscal Agent and Parties performance of this contract.

18. INDEPENDENT CONTRACTOR

The Sub-recipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Sub-recipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Sub-recipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Sub-recipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Sub-recipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Sub-recipient's employees or independent subcontractors. The Sub-recipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Sub-

recipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

19. ASSURANCES

A) By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill (*Exhibit C*), and with the guidance documents provided by the California Community College Chancellor's Office (*Exhibit D*).
B) By signing this Agreement the Sub-recipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

20. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

21. SEVERABILITY

If any provision in 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 without being impaired or invalidated in any way.

22. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT	**SUB-RECIPIENT**
Rancho Santiago Community College District	*Cerritos Community College District*
Peter J. Hardash	Name:
Vice Chancellor, Business Ops. & Fiscal Svcs.	Title:
Date: 3/28/17	Date:
Board approved: February 27, 2017	EIN: 95-60055210

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Agreement with Straight Talk for General Counseling Services

ACTION
It is recommended that the Board of Trustees approve the agreement with Straight Talk for General Counseling Services for students.

FISCAL IMPACT
The District will pay for services performed at a rate of $35 per hour, with such hours to be at the discretion of the Associate Dean of Student Health & Wellness. The total contract sum shall be in the amount not-to-exceed $43,594; funding will be allocated from the Student Health Services budget.

REPORT SUMMARY
The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
STRAIGHT TALK
GENERAL COUNSELING SERVICES
Requested by: Dr. Hillary Mennella, Associate Dean of Student Health & Wellness

Purpose: Cerritos College has entered into an agreement over the past several years with Straight Talk to provide general counseling services for Cerritos College students, as well as, training and supervision of marriage and family therapist interns. In May 2015, an agreement was presented to the Board of Trustees for approval to initiate a new agreement for the not-to-exceed amount of $68,200 over a period of two fiscal years.

In April 2016, the Board of Trustees ratified an amendment to the agreement with Straight Talk which provided for an increase of $9,494 per fiscal year for a total not-to-exceed contract amount of $87,188 ($43,594 for each fiscal year) at the same rate of $35 per hour.

At this time, Cerritos College wishes to enter into a new agreement to continue to provide general counseling services to students. The total not-to-exceed contract amount would be $43,594 for Fiscal Year 2017-2018 at the same rate of $35 per hour.

Period: The time period of the agreement is from July 1, 2017 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 16C0169 – Straight Talk

Cerritos College

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PROVIDER SERVICES AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

STRAIGHT TALK COUNSELING

Contract No. 16C0169

This Provider Services Agreement ("Agreement") is made and entered on **July 1, 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 90650-6203, and **Straight Talk Counseling** ("Provider"), with its principal place of business at 5712 Camp Street, Cypress, CA 90603. District and Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Provider is a professional whose members are licensed by the State of California to perform such services; and

WHEREAS, Provider possesses such necessary skill and expertise and proposes to provide such services to District;

NOW THEREFORE, the parties agree as follows:

1.0 SCOPE OF WORK. Services to be provided by Provider:

1.1 Provider shall provide general counseling services to Cerritos College students.

1.2 Provider shall provide training and supervision of two (2) marriage and family therapist interns as requested by the District.

1.3 Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement. Agreement shall perform all services in accordance with current and generally accepted principles and practices of Provider's profession.

2.0 TERM. The term of this Agreement shall begin on **July 1, 2017**, and end on **June 30, 2018**. This Agreement may be terminated by either party at any time with or without cause by giving written notice to one another no less than thirty (30) working days prior to the requested termination date.

3.0 COMPENSATION, EXPENSES AND INVOICING. The District agrees to pay for services performed at a rate of **$35.00 per hour** for the Not-to-Exceed amount of **Forty Three Thousand Five Hundred Ninety Four and 00/100 Dollars ($43,594.00).**

4.0 INDEMNIFICATION. Each Party agrees to indemnify, defend, and hold harmless the other party, its Board of Trustees, directors, officers, employees, volunteers, and agents from and against any and all liabilities, claims, damages, losses and costs (including attorneys' fees) ("Losses"), to the extent such Losses result from or attribute to acts or omissions of the indemnifying party or any of its directors, officers, employees or agents in the performance of this Agreement. Each Party shall notify the other Party promptly of any claims for which indemnification is sought, and no Party shall be responsible for any Losses arising from such claims to the extent such Losses were caused by the delay in notification.

5.0 **INSURANCE**. Provider agrees to maintain, during the performance of the services covered by 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) **Workers' Compensation**: Statutory Form.

(b) **Employers' Liability**: $1,000,000 per occurrence.

(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.

(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned and hired vehicles.

(e) **Malpractice Insurance**: $3,000,000 combined.

The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance which may be maintained by the DISTRICT.

5.1 **All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the Cerritos Community College District as an additional insured and contain a Cross Liability or Severability Clause.**

5.2 **The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against Cerritos Community College District.**

5.3 The District does not represent or warrant that the types or limits of insurance adequately protect Provider's interest or sufficiently cover Provider's liability. Failure by Provider to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

5.4 Prior to commencing work, Provider 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: District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk CA 90650-6203.

6.0 **INDEPENDENT CONTRACTOR**. Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that Provider'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. Provider assumes the full responsibility for Provider's acts or liabilities including those of Provider's employees or agents as they relate to the services performed under this Agreement. 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. The District will not withhold taxes for Provider or Provider employees or independent subcontractors. Provider agrees to indemnify, defend and hold District harmless from and against any and all liability arising from any failure of Provider to pay or withhold any applicable tax when due.

7.0 **CONFLICT OF INTEREST**. Provider shall not hire any officer or employee of the District to perform any service covered by this Agreement. Provider affirms that to the best of Provider's knowledge there exists no actual or potential conflict between Provider'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. Provider 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 Provider.

8.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Provider agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Provider, Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8.1 Provider and all Provider's employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

9.0 RECORDS ABOUT INDIVIDUALS. California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

9.1 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.

9.2 District shall have access to and the right to examine any pertinent books, documents, papers, and records of the Provider's involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Provider shall retain such records for a period of five years from the date of final payment.

9.3 Provider 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 Provider 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 Provider can demonstrate by written records was known to Provider 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 Provider; or (iii) is obtained lawfully from a third party.

10.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service under this Agreement, the Provider'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.

11.0 ANTIDISCRIMINATION IN EMPLOYMENT. Provider agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

12.0 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.

13.0 GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

14.0 **ASSIGNMENT AND APPROVAL TO SUBCONTRACT**. This Agreement is for the exclusive services of Provider. The obligations of the Provider pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by Provider without the express written approval of District.

15.0 **NO THIRD-PARTY RIGHTS**. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

16.0 **NOTICE**. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Dr. Hillary Mennella, NDP, FNP-BC
Associate Dean of Student Health
and Wellness
Tel: (562) 860-2451 ext. 7830

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

Fax: (562) 467-5020

STRAIGHT TALK:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

17.0 **SECTION HEADINGS**. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

18.0 **EXECUTION IN COUNTERPARTS**. This Agreement may be signed in counterparts, each of which shall constitute an original document.

19.0 **NON-WAIVER**. The failure of District 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 District of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20.0 **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.

21.0 **ENTIRE AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between District and Provider and

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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 Provider.

21.1 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.

IN WITNESS WHEREOF, District and Provider have executed this Agreement on the date first written above,

STRAIGHT TALK COUNSELING:	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
_____	
E-mail	
_____	
Tax Identification Number (EIN)	
Date: _____	Date: _____

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of the Amendment to the Agreement with Ciber, Inc. for Services to Modify the Interface for Faculty Workload and Teaching Assignment Processes**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Ciber, Inc. for services to modify the interface for faculty workload and teaching assignment processes.

FISCAL IMPACT
The total sum shall remain at the not-to-exceed amount of $400,000. Funding for the services to modify the interface for faculty workload and teaching assignment processes has been allocated from the Academic Affairs budget.

REPORT SUMMARY
The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – AMENDMENT
CIBER, INC.
MODIFY THE INTERFACE FOR FACULTY WORKLOAD AND TEACHING ASSIGNMENT PROCESSES
Requested by: Mr. Rick Miranda, Acting Vice President of Academic Affairs

Cerritos College entered into a contract with Ciber, Inc. for the assessment of the college's faculty workload and teaching assignment processes in 2015, which also included high-level recommendations for best practices and future enhancements. In 2016, the college then sought to expand the scope of access to data to increase efficiency in processing computations for faculty workload and teaching assignments based upon the assessment.

In July 2016, the Board of Trustees approved Cerritos College to negotiate and contract with Ciber, Inc. as a sole source provider due to the positive and long-term relationship with the college over the last decade, inherent knowledge and expertise regarding the college's records, determination that the cost was fair and reasonable, and due to the sensitive nature of data, working with Ciber ensured the quality and confidentiality of the data was maintained.

At this time, Cerritos College wishes to amend the agreement to continue to extend the contract. There will be no change to the contract amount. The original contract term was September 9, 2016 through March 31, 2017; the end date of the agreement will be extended until December 31, 2017.

Period: The amended time period of the agreement is from April 1, 2017 through December 31, 2017

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 16C0020 – Ciber, Inc.
Contract No. 16C0020 – Ciber, Inc.

Cerritos College

AMENDMENT NO. 1

To

CONTRACT NO. 16C0020

The AGREEMENT made and entered on **September 9, 2016**, 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 **Ciber, Inc.**, incorporated under the laws of the state of Delaware with its principal place of business at 6312 S. Fiddler's Green Circle, Suite 600E, Greenwood Village, CO 80111 ("CONTRACTOR"), is **AMENDED** on **April 6, 2017**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **September 9, 2016** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement;

NOW THEREFORE, the Parties agree as follows:

Item 1. **Modify** Agreement, Page 32, Exhibit B, Item 9. TERM, to extend the end date from March 31, 2017 to December 31, 2017 due to additional time needed to complete the services, which shall be at no additional costs to the District, as follows:

9. Term

CONTRACTOR shall provide the services pursuant to this SOW commencing no later than ten business days following execution of the Agreement and will continue to provide these services through ~~March 31, 2017~~ ***December 31, 2017***.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

(Interface Modification for Faculty Workload and Teaching Assignments)

Contract No. 16C0020

PARTIES AND DATE

This Agreement ("Agreement") is made and entered into this this 9th day of **September, 2016 ("Effective Date")**, 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 **Ciber, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of Delaware with its principal place of business at 6312 S. Fiddler's Green Circle, Suite 600E, Greenwood Village, CO 80111, 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 under this Agreement generally includes certain information technology services and solutions to be provided by CONTRACTOR under the Statements of Work ("SOW") entered into by the Parties; 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 will provide the services described in the SOW signed by an authorized representative of each Party and attached hereto and made a part hereof as Exhibit B. The SOW describes the services to be performed ("Services"), the deliverables

to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, the SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined); (ii) this Agreement; and (iii) purchase orders and supplemental agreements.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the Services as mutually agreed under the SOW at CONTRACTOR'S own expense, except as follows: workspace during normal business hours and access to on campus data and telephone services. DISTRICT shall also participate in interviews and discussions as reasonably requested by CONTRACTOR. CONTRACTOR shall perform the Services in accordance with this Agreement and the SOW, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations. DISTRICT will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data and programs affected by the Services.

2.0 TERM.

2.1 The term of this Agreement shall begin on the Effective Date and continue until (a) the SOW has been completed and the Parties acknowledge such completion in writing, or (b) this Agreement is terminated pursuant to Section 7.0 below, whichever shall occur first.

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for Services satisfactorily rendered pursuant to this Agreement at the rates set forth in the SOW.

3.2 Expenses. Unless otherwise agreed in the SOW, in addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of this Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by DISTRICT's Vice President of Business Services or, in his absence, the President of the District, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

3.3 Invoices shall be submitted by CONTRACTOR once per month for Services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, and 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. Except for charges DISTRICT disputes in good faith, all amounts are due and payable not more than thirty (30) days upon DISTRICT'S receipt of CONTRACTOR'S proper, complete, and accurate itemized invoices. DISTRICT's dispute of any amounts will not delay its payment of undisputed charges. DISTRICT must raise any concern or dispute in writing within thirty (30) days from the District's receipt of invoice.

3.4 No invoices will be paid unless (i) this Agreement and the SOW 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. Should the DISTRICT fail to pay any amounts when due, the CONTRACTOR shall have the option to send the DISTRICT written notice of such failure to pay. Should the DISTRICT fail to pay such owed amounts or fail to reasonably dispute any such amounts within fifteen (15) days of receipt of the CONTRACTOR's written notice, the CONTRACTOR shall have the option to then suspend further performance under the SOW until the Parties resolve such disputed payment.

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.

3.6 CONTRACTOR warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, DISTRICT must report any deficiencies to CONTRACTOR in writing within thirty (30) calendar days from the date of DISTRICT's acceptance of the Services or Work Products. If CONTRACTOR is unable to correct the deficiencies, DISTRICT is entitled to recover the fees paid to CONTRACTOR for the deficient portion of the Services or Work Products. DISTRICT's exclusive remedy and CONTRACTOR's entire liability is to provide Services to correct the deficiencies or to refund fees as set forth above. **CONTRATOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE**. CONTRACTOR makes no warranties regarding DISTRICT's or any third party's modifications of Work Products, any portion of any deliverable developed by DISTRICT or by any third party, including any third party software, hardware, or other third party products provided by CONTRACTOR.

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 and 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 the 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, and no more often than on a calendar quarterly basis during the term of this Agreement, 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 pursuant to the SOW. CONTRACTOR represents that it has the professional and technical personnel required to perform the Services under this Agreement in conformance with the SOW. In order to facilitate CONTRACTOR'S conformance with the SOW, DISTRICT shall meet its obligations as set out in the SOW and shall respond to CONTRACTOR'S submittals in a timely manner. All acceptance criteria will be set out in the SOW.

4.6 If requested by DISTRICT, CONTRACTOR will represent to DISTRICT that certain personnel will perform and coordinate the Services under the SOW. 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, such approval not to be unreasonably withheld or delayed. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate the SOW, pursuant to the provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. DISTRICT hereby designates **Rick Miranda, Acting Vice President of Academic Affairs, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Jeff Beech, Delivery Director, Ciber, Inc.** or his designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of CONTRACTOR for all purposes under this Agreement. 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 The Parties agree to work closely with each other's staff in the performance of all Services under this Agreement and shall be available to each other's staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR warrants that it 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 and shall provide any and all Work Products that conform in all material respects to the specifications set forth in the SOW. 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 DISTRICT, any Services necessary to correct errors or omissions which are caused by CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of 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 reasonably acceptable to DISTRICT, shall be promptly removed from work by 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 the SOW within the term set forth in the SOW provided DISTRICT meets all of its obligations under this Agreement on a timely basis.

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 the 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 Services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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 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 this Agreement. CONTRACTOR shall, during the term of this Agreement, participate in an electronic verification of work authorization program operated by the United States Department of Homeland Security, participate in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or shall participate

in some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to DISTRICT or its representatives for inspection and copy at any time during normal business hours. 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, except where Section 4.0 or any of its sub-sections apply to DISTRICT.

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 DISTRICT to terminate this 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 material misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to 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 harmless DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents from and against 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 the 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, CONTRACTOR shall not have

a duty to defend or indemnify DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents from or against any claim or action for injuries to person or damage to property or any other damage or loss to the extent caused or contributed to by the act or failure to act of DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents. Further notwithstanding the foregoing, to the extent the Services ae 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 CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of CONTRACTOR's choosing reasonably acceptable to DISTRICT 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 provided DISTRICT has consulted with CONTRACTOR prior to approving such settlement. DISTRICT will have the right to participate in such defense at its own cost. 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 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 (1) year following the expiration or termination 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 this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by 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 this 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), or code 8 (hired auto) and code 9 (non-owned) if CONTRACTOR has no owned autos; (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 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 CONTRACTOR, including materials, parts or equipment furnished in connection with such work; 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 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 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 CONTRACTOR or for which 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 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 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 CONTRACTOR.

iv. **All Coverages**. Coverage shall not be suspended, voided or canceled except after thirty (30) days' prior written notice by CONTRACTOR by certified mail, return receipt requested, has been given to DISTRICT. 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 reasonably 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 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 the other Party of such termination, and specifying the effective date thereof, not less than thirty (30) 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 as provided in Section 7.2 below. As used in this Section 7.0, "adequately rendered" shall include, without limitation, CONTRACTOR's meeting delivery timelines as mutually agreed by the Parties, and CONTRACTOR's compliance with the warranty set out in Section 3.6 above.

7.2 Without prejudice to any other rights or remedies, either Party may immediately terminate this Agreement if the other Party materially fails to perform its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice. Without limitation, the Parties agree and acknowledge that CONTRACTOR's failure to (a) meet any delivery timelines, or (b) perform the Services, all as set out the SOW, shall constitute a material failure of its material obligations under this Agreement. 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 suspend work or terminate this Agreement or the SOW if DISTRICT fails to pay undisputed amounts to CONTRACTOR within thirty (30) days of CONTRACTOR's written notice specifying the undisputed amounts.

7.3 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data (as defined in Section 11.2 below) 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.

7.4 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 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 the 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 or another third party.

11.2 **Documents & Data; Licensing of Intellectual Property**. All 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") 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 reasonably required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction. 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 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. Pursuant to the California State Auditor's rights of examination and audit under California Government Code section 8546.7, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of three (3) years after final payment under this Agreement. DISTRICT's ownership of Documents & Data does not extend to third party works, products, or materials or to CONTRACTOR Materials as defined below that may be included in any of the Documents & Data. DISTRICT acknowledges that CONTRACTOR is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that CONTRACTOR will retain all right, title, and interest in and to all CONTRACTOR Materials. "CONTRACTOR Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that CONTRACTOR, alone, or jointly with others, its agents, employees or subcontractors, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of CONTRACTOR's duty of confidentiality to DISTRICT. To the extent CONTRACTOR Materials are included in any Documents & Data, CONTRACTOR will grant DISTRICT a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, and modify such CONTRACTOR Materials, but only for DISTRICT's internal use in conjunction with the Documents & Data. CONTRACTOR's grant to DISTRICT of any interest in the Documents & Data is effective only upon DISTRICT's payment of all fees and charges authorized pursuant to the terms and conditions of this Agreement which are invoiced by CONTRACTOR.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that all Documents & Data prepared by such subcontractors shall be and shall remain the property of the DISTRICT, except as any such Documents & Data may comprise Contractor's Materials, as set out in Section 11.2 above. Furthermore, CONTRACTOR shall require all subcontractors to agree in writing that the DISTRICT is granted a non-exclusive and perpetual license, pursuant to such subcontractors' standard terms and conditions, for any commercial software provided by such subcontractor(s) which software is required for the DISTRICT to be able to utilize the Documents & Data pursuant to the terms and conditions of this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to transfer the rights described above for 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 DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data, except for CONTRACTOR's Materials, which are subject to the use license set out in Section 11.2 above 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 **Residual Rights**. Either Party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing Party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other Party. **"Residuals"** shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving Party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

11.6 **Indemnification**. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, any costs awarded in final judgment or made in settlement of, any claim or suit against DISTRICT by a third party alleging that any of the Documents & Data, when used in conformity with CONTRACTOR's instructions and documentation infringe any U.S. patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity, process, product, or concept included therein.

If any Documents & Data is determined by a court of competent jurisdiction to be infringing, or in CONTRACTOR's opinion is likely to become the subject of a claim of infringement or violation, CONTRACTOR may, at its option, procure for DISTRICT the right to continue using the Documents & Data, or replace or modify the Documents & Data so it is not infringing. If CONTRACTOR cannot secure these remedies on a reasonable basis and if DISTRICT must discontinue use of any Documents & Data, CONTRACTOR will refund the unamortized portion of the fees paid for the infringing Documents & Data based on an expected life of five (5) years of the infringing Documents & Data.

The foregoing indemnity shall not apply to any infringement claim arising from: (i) any Documents & Data that has been modified by any party other than CONTRACTOR; (ii) DISTRICT's use of any Documents & Data in conjunction with the products or services of parties other than CONTRACTOR where such use gives rise to the infringement claim; (iii) DISTRICT's use of any Documents & Data after written notice to DISTRICT to cease such use; (iv) any Documents & Data not used in accordance with CONTRACTOR's instructions and specifications; (v) DISTRICT's use of other than the current release of any

Documents & Data if such claim would have been avoided by the use of the current release provided by CONTRACTOR; or (vi) CONTRACTOR's compliance with any design, specification or instruction of DISTRICT.

This Section sets forth DISTRICT's sole and exclusive remedies for infringement or misappropriation of third party rights. Documents & Data do not include any third party services, products or materials, whether or not supplied by CONTRACTOR.

11.7 **Conditions**. All indemnification under this Agreement (including the indemnifications included in Section 5.0 above) shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

i. the indemnifying party receiving prompt written notice of any claim or action;

ii. the indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought; and

iii. the indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least ten (10) business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 31.0 below.

11.7 **Confidentiality**. All Documents & Data (excluding any CONTRACTOR Materials which may be included in any 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. 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. All non-public technical or business information of CONTRACTOR, including third party information, furnished or disclosed to DISTRICT under this Agreement is confidential and/or proprietary to CONTRACTOR ("CONTRACTOR Confidential Information"). DISTRICT will maintain all CONTRACTOR Confidential Information it receives from CONTRACTOR in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by CONTRACTOR. DISTRICT will require its personnel to do likewise. Upon termination of this Agreement or the disclosing Party's request, the receiving Party will promptly return or destroy any confidential information of the other Party. The Parties shall use all commercially reasonable efforts to keep confidential all Documents & Data, all CONTRACTOR Confidential Information and any other information provided by the Parties to each other under this Agreement which is marked "Confidential Information," or any oral information conveyed to and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. Documents & Data and CONTRACTOR Confidential Information shall also be considered "Confidential Information" of DISTRICT and CONTRACTOR, respectively, under this Agreement. This non-disclosure provision shall not apply to any of the following: (i) information which a Party can demonstrate by written records was known to such Party prior to the effective date of this Agreement through no breach of an obligation of confidentiality; (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 a Party; (iii) is obtained lawfully from a third party; or (iv) is independently developed by a Party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the other Party.

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 DISTRICT individuals will become the property of DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

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 un-prescribed 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, and 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. If at any time CONTRACTOR becomes aware of circumstances that may cause a delay (including a Force Majeure Event, as defined below), CONTRACTOR shall promptly give written notice of such circumstances to DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within thirty (30) days, unless a longer time is required and mutually agreed upon by the Parties, and CONTRACTOR thereafter diligently pursues the remedy to completion, DISTRICT shall have the right to terminate this Agreement.

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 ("Force Majeure Event").

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, with the exception of DISTRICT's nonpayment of undisputed fees owed to CONTRACTOR for sixty (60) days or more.

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 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 DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR; i.e., the obligations of 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 in the form of Exhibit A hereto. The form of the Contract Amendment Form may only be modified by the mutual agreement of the Parties, such agreement not to be unreasonably withheld or delayed.

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. Each Party warrants that it 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 this 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, regarding the subject matter hereof, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR. The following Sections shall survive the termination of this Agreement: Sections 5, 6.1, 11, 12, 16, 17, 19, 23, 26, 27, 29, 30, 31 and 32.

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.

31.0 NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year after its termination, neither Party will directly or indirectly: (a) solicit for hire or engagement

any of the other Party's personnel who were involved in the provision or receipt of Services under this Agreement; or (b) hire or engage any person or entity who is or was employed or engaged by the other Party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other Party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a Party's internet site. If a Party hires or engages, directly or indirectly, any personnel of the other Party in violation of (b) above, the hiring/engaging Party will pay the other Party a finder's fee equal to three (3) times the greater of: (i) gross monthly salary; or (ii) monthly billing rate (assuming one hundred sixty-eight [168] hours per month) for such personnel.

32.0 LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each Party agrees that the other Party's liability hereunder for damages, regardless of the form of action, will not exceed two (2) times the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. The Parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

CERRITOS COMMUNITY COLLEGE: DISTRICT	**CONTRACTOR:**
Representative: Rick Miranda Vice President of Academic Affairs Tel: (562) 860-2451	Representative: _____ *(Name & Title)* Tel: (303 220-0100
For Notices:	For Notices:
Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203 Fax: (562) 467-5020	Ciber, Inc. 6312 S. Fiddler's Green Circle, Suite 600E Greenwood Village, CO 80111 ATTN: Law Department Fax: (303) 224-4125

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____
Signature

NOORALI DELAWALLA
ACTING VP OF BUSINESS SERVICES
Typed or Printed Name, & Title

Date: 9-22-16

CIBER, INC.:

By: _____
Signature

Chris Batson - SVP & GM
Typed or Printed Name, & Title

cbatson@ciber.com
E-mail

38-2046833
Tax Identification Number (EIN)

Date: Sept. 13, 2016

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 **Ciber, Inc.**, a corporation organized under the laws of the state of Delaware with its principal place of business at 6312 S. Fiddler's Green Circle, Suite 600E, Greenwood Village, CO 80111 ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Services Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain Services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional Services or as otherwise set forth herein;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, the Parties hereby amend the Agreement as follows: [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:	**CIBER, INC.:**
By: _____	By: _____
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

EXHIBIT B

SCOPE OF WORK ("SOW")

Implement Faculty Payroll Recommendations

1. Introduction

Cerritos Community College District ("DISTRICT") is running Oracle's Campus Solutions and Human Capital Management products. DISTRICT recently split these applications apart and has a custom process that interfaces faculty workload and teaching assignment information from Campus Solutions to Payroll. There is a significant amount of manual intervention required from staff in the Academic Affairs office in order to ensure that the payroll information is calculated correctly and accurately reflects the amounts that are due to faculty members.

DISTRICT contracted with Ciber, Inc. ("CONTRACTOR") to perform an assessment on their current Faculty Payroll Process. The assessment was performed onsite from February 16 to February 19, 2016, and the review process included reviewing the current business processes, issues with the interface and the reports. After reviewing the results of the assessment and its recommendations DISTRICT wishes to engage CONTRACTOR to assist the college in implementation of the recommended changes.

This Statement of Work ("SOW") is incorporated into and is subject to the terms and conditions of the Independent Contractor Services Agreement (the "Agreement") between CONTRACTOR and DISTRICT dated September 9, 2016. Any inconsistency between this SOW, implementing documents incorporated into this SOW, the Agreement, or any purchase orders or supplemental agreements, shall be decided in this order of precedence:

(a) any approved amendments and implementing documents to the SOW in order from the most recent to the earliest date;
(b) this SOW;
(c) the Agreement; then
(d) purchase orders and supplemental agreements.

Any capitalized terms that are not defined in this SOW will have the meanings given in the Agreement.

2. Consulting Services and Roles

2.1.Services

CONTRACTOR will provide the following consulting services which define the scope of this SOW. Services that are not specifically listed herein are considered out-of-scope for this SOW. CONTRACTOR will

address alterations to the scope of this SOW through formal written change request or addendum to this SOW.

CONTRACTOR will work at the direction of DISTRICT to provide:

1. Amendment and enhancement of the previously implemented PeopleSoft applications. Items to be addressed are listed in Appendix A. The Work Products that result from CONTRACTOR's services shall be:

    a. Written specifications that will be reviewed and, within five (5) business days of presentation of the Work Product, either agreed by DISTRICT personnel or rejected by DISTRICT personnel with reasons for rejection provided in writing. The specifications will include the test cases to be executed to verify the software that addresses the specifications.

    b. Software, either amended or created to match the agreed specification, with documented test cases executed and results recorded. DISTRICT shall review presented test results and conduct its own testing within five (5) business days of the software and test results being presented by CONTRACTOR. At or before the conclusion of the five (5) business days the Work Product(s) is/are either agreed by DISTRICT personnel or rejected by DISTRICT personnel with reasons for rejection provided in writing.

2. Knowledge transfer to client resources regarding the changes made.

2.2.Roles

CONTRACTOR will provide consultants for the following roles under this SOW. CONTRACTOR has the right to temporarily or permanently remove, re-assign and replace consultants, in its sole discretion. CONTRACTOR shall replace any assigned consultant with a consultant possessing the skills required to perform the assigned activities. The parties' service managers will mutually agree whether a CONTRACTOR consultant should be removed and/or replaced due to poor performance, insufficient skills, or non-compliance with DISTRICT policies, which shall be documented in writing.

Table 1: Contractor Roles

Role	Services/Skills
Functional Lead	Analysis of Requirements Design of Solution to address Requirements Design of Tests to verify Solution Changes to Configuration Knowledge transfer to client
Technical Lead	Technical Specifications Creation/amendment of software Conduct tests Migrate new/changed software

CONTRACTOR's consultants will work at the direction of District's Representative for the services within the scope of this SOW.

3. Service Location

The services described in this document will be delivered from the following locations. CONTRACTOR's consultants may perform certain activities remotely that are still considered part of the billable services under the terms of this SOW.

Table 2: Service Locations

Site Name or Location	Work Performed
DISTRICT	Services defined herein
CONTRACTOR locations: Other CONTRACTOR locations used by resources employed on the project. Locations may include Resource home offices or CONTRACTOR offices.	Services that both parties agree may be rendered in locations other than the college

4. Work Schedule

The standard project work-week for consultants working at the DISTRICT facility is Monday through Thursday, with four days onsite. Work-site arrival time on Mondays will be no later than 9:00 AM local time. The services defined herein are based upon a 40-hour workweek, recognizing CONTRACTOR holiday and personal leave policies. Standard DISTRICT holidays that differ from the seven (7) CONTRACTOR holidays will be scheduled workdays for the consultants. Overtime, weekend and holiday work schedules, and changes in a consultant's regular work schedule will be mutually agreed to by CONTRACTOR and DISTRICT prior to scheduling.

CONTRACTOR consultants will comply with the standard hours of operation for any building in which they will be working. DISTRICT and CONTRACTOR may agree to modifications to the workweek for individuals or specific work groups

5. DISTRICT Responsibilities

CONTRACTOR will rely upon the following DISTRICT responsibilities to perform the work described in this SOW.

Table 3: District Responsibilities

Area	Project Responsibilities
Data Protection	DISTRICT is responsible for all physical, administrative, network, and electronic data protection required by DISTRICT's operations and applicable law for its facilities, operations, policies, and data, including without limitation, providing appropriate notices and systems of records required under applicable law. DISTRICT is responsible for compliance with all legal requirements. As required by HIPAA/HITECH, in DISTRICT's facilities and on DISTRICT's systems, DISTRICT is solely responsible for (a) providing prudent and appropriate physical, technical and administrative protections for its facilities, systems, data, materials, and PHI, and (b) compliance with all applicable laws and regulations, governing its business operations, including laws governing data privacy and security. CONTRACTOR will require its employees to follow DISTRICT's policies and procedures. CONTRACTOR is entitled to rely on the protections implemented by DISTRICT.

Table 3: District Responsibilities

Area	Project Responsibilities
Project Resources	DISTRICT shall ensure that all DISTRICT resources are available for project tasks as defined in this SOW and the Project Management Plan or other communicated schedule of activities. DISTRICT shall ensure that assigned personnel have the skills to execute their assignments, have the authority to perform the work and make decisions, and that they fully participate in completing the effort of each task. DISTRICT shall ensure that its personnel do not have other responsibilities outside of this project that affect their ability to perform their project assignments in a timely manner. Other DISTRICT projects that are currently underway or may start during this project will not limit the availability of the resources, facilities, or technical infrastructure assigned for this project.
Project Information	DISTRICT shall ensure that all information and data supplied to CONTRACTOR with respect to this project is complete, clean and accurate.
File Back-up	DISTRICT will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the services and implement procedures for recovering and reconstructing any files, data, and programs affected by the services
Policies	DISTRICT will provide CONTRACTOR with a copy of all policies, standards and regulations applicable for these services, and provide an initial training class for CONTRACTOR team members. CONTRACTOR will comply with such policies, standards and regulations and mutually agree with DISTRICT on any aspects that are not applicable or are outside of CONTRACTOR's scope of work.
On-site workspace	DISTRICT shall provide work areas, phones, network connections, and access to shared printers and conference facilities for on-site CONTRACTOR team members.
Vendor Management	DISTRICT will monitors progress of DISTRICT vendors contributing to the project and resolves issues regarding vendor performance and/or deliverables. DISTRICT is responsible for impacts to the project due to vendor performance issues.

Table 3: District Responsibilities

Area	Project Responsibilities
Software Licenses	DISTRICT has sole responsibility for compliance with all software license agreements, including payment of fees and providing access, developer licenses (if applicable) and user licenses to CONTRACTOR personnel in order to fulfill its responsibilities under this SOW. DISTRICT must maintain a current support and maintenance agreement with the software vendor during the term of this SOW. CONTRACTOR does not provide any warranties for third party software or products.
Data Security and Privacy with Mobile Applications	DISTRICT assumes all risks associated with incorporating sensitive data into mobile applications provided as part of this SOW and is solely responsible for ensuring that modification and use of the mobile application and all content complies with all applicable laws regarding data privacy and security, including without limitation, posting all notices and obtaining all consents required by law.
Direction of CONTRACTOR Resources	DISTRICT management will set priorities for the work to be performed by CONTRACTOR. DISTRICT may re-direct CONTRACTOR resources to work on items not listed in Appendix A but will notify the CONTRACTOR Service Manager of any work to be performed that is not listed in Appendix A.

6. Dependencies

CONTRACTOR will rely upon the following dependencies to perform the work described in this SOW

6.1. Data Protection

CONTRACTOR is not responsible for (a) failure of DISTRICT to implement the required and appropriate protections for its facilities, systems, data, materials, and Confidential Information, (b) failure of any protections implemented by either party in compliance with DISTRICT's policies, procedures or directions; or (c) the acts or omissions of DISTRICT, (including its officers, directors, agents, and employees), or any third party, including liability for any security breach or unauthorized access to data or information caused in any way by these parties.

To the extent that CONTRACTOR personnel have access to or are handling Personal Health Information (PHI) on DISTRICT's systems or In DISTRICT's facilities, they do so (a) at DISTRICT's direction; (b) in

accordance with DISTRICT's established plans, policies, and procedures; and (c) in reliance on the data privacy and data security protections DISTRICT must have in place for DISTRICT's facilities and systems. CONTRACTOR is not creating a separate system of records related to PHI at DISTRICT's facilities nor is CONTRACTOR implementing any data privacy and data security protections for DISTRICT's facilities and systems.

7. Service Managers

The following persons have been designated as the managers of this SOW with responsibility for the services provided and obtaining approval for any changes to the defined services:

CONTRACTOR Representative	**DISTRICT Representative**
Name: Jeff Beech	Name: Rick Miranda
Title: Sr. Director of Delivery	Title: Acting Vice President of Academic Affairs
Contact Information: (312) 961 1644 jbeech@ciber.com	Contact Information: (562) 860-2451 Ext. 2228

8. Price

Except as otherwise stated in this SOW, invoice and payment terms for this project are subject to the terms and conditions of the Agreement. CONTRACTOR has relied on the accuracy and completeness of the information provided by DISTRICT to estimate and price the scope of this work.

All work defined within this SOW will be performed and invoiced on a Time & Materials (T&M) basis, exclusive of any applicable taxes. Applicable taxes will be invoiced in addition to these fees. All work performed under this SOW including on-boarding and knowledge transfer is billable. Work that requires a shift premium outside of normal work hours defined above will be charged at 100% of the bill rate.

Consultants shall not work over 45 hours per week and no work shall be performed during off hours, weekends, or holidays unless mutually agreed to by DISTRICT and CONTRACTOR.

Services will be rendered at the following rates. Estimated hours and amounts are indicative and may change based upon the actual work performed.

Table 4: Labor Rates

Resource	Hourly Rate	Estimated Hours	Estimated Amount
Functional Lead	$180.00	700	$126,000.00
Technical Lead	$180.00	860	$154,800.00
Estimated Total		**1,560**	**$280,800.00**
Contingency		**254**	**$45,720.00**
Total with Contingency		**1,814**	**$326,520.00**
Allowance			**$20,000.00**
Grand Total			**$346,520.00**

Use of Contingency hours shall require prior approval by the District's Representative; the Allowance shall be at the sole discretion of the DISTRICT. Services provided by CONTRACTOR shall not exceed the Grand Total as noted above without a written addendum to the Agreement executed by both Parties.

All travel and project related expenses incurred by CONTRACTOR will be billed to DISTRICT per DISTRICT's standard travel and expense policies, a copy of which will be provided to Ciber prior to the initial booking of travel, and shall require prior approval by DISTRICT. All billed hardware and software expenses will be at cost.

Cancellation of Scheduled Activities

With respect to any activities under this SOW that have been scheduled, DISTRICT will provide at least ten (10) days, advance written notice to cancel any such scheduled project activity that involves any CONTRACTOR team member. If a ten-day notification is not received, DISTRICT will be invoiced for the costs equal to any unrecoverable expenses, such as travel cancellation fees. This applies to both future scheduled activities and activities already in progress for the project. This applies only to cancellation of specific activities that are part of the overall services under this SOW, and does not apply to cancellation or termination of all remaining services under this SOW. The provisions of the Agreement and any specific early termination provisions of this SOW govern cancellation or termination of this SOW or all remaining activities hereunder.

Early Termination
Either party may terminate this SOW for convenience upon thirty (30) business days' advance written notice.

If DISTRICT terminates this SOW before any or all of the services are completed, CONTRACTOR will invoice for all hours worked up to the date of termination.

9. Term

CONTRACTOR shall provide the services pursuant to this SOW commencing no later than ten business days following the execution of the Agreement and will continue to provide these services through **March 31, 2017**.

10. Appendix A

The following table lists the known changes to be made to the PeopleSoft applications with an estimate of effort required for each.

Item No.	Description	High Level Work Estimate (includes functional analysis, coding and testing)	Estimated Hours to complete the task
1.	One Pay group for the summer faculty	4 Weeks (analysis and testing additional work may be required to move the changes into the production environment)	160
2.	Summer payroll report – get it to print out on one report instead of two separate reports (EQP & PSM).	3 Weeks	120
4.	List all counselors under a single heading of "Counselors" instead of the different areas (EOPS, Financial Aid, CalWORKs, etc.).	2 Weeks	80
5.	Correct Leave Balances correctly (Summer Codes).	4 Weeks	160
7.	Lab parity pay – how will this be indicated on the Teaching Assignment so that it will be easy to tell which labs have been approved for parity pay and which ones have not? – Assignment type	5 Weeks	200
8.	Calculations for load on Teaching Assignments.	4 Weeks	120
9.	Review the SQR's and reports to determine if the process is selecting the correct employee record number. Some process issues are occurring because employees have multiple jobs and the processes does not select the appropriate record.	3 Weeks (analysis only additional work to be determined after the analysis has been completed)	120
10.	Identified that there may be PeopleCode that updates records online by pay group and hard coding in the SQRs.	2 Weeks (analysis only) Additional work will be determined after the analysis has been completed)	80

Item No.	Description	High Level Work Estimate (includes functional analysis, coding and testing)	Estimated Hours to complete the task
11.	Create a report that will identify the split classes when they exceed 100% over multiple faculty members	1 Week	40
15.	Holiday pay deduction for part-timers	2 Weeks	80
16.	Add additional assignment types as needed to support the various course lengths so that the Faculty Workload calculates the hours correctly. Assign to the appropriate courses.	3 Weeks	120
17.	Review the use of the auto calc. function in the meeting schedule page.	1 Week	40
19.	Class instructor table needs to be updated/corrected.	3 Weeks	120
20.	PeopleCode needs to be reviewed for the non-regular classes (classes less than 18 weeks)	3 Weeks (analysis work only)	120

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Quarterly Fiscal Status Report for the Quarter Ending December 31, 2016

ACTION

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending December 31, 2016.

FISCAL IMPACT

This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

REPORT SUMMARY

This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of December 31, 2016 showing that revenues exceeded expenditures by $6,742,753. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive $38,771,500.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing “required contingency” versus “actual general fund cash balance”.

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

ATTACHMENT(S)
Quarterly Financial Status Report, CCFS-311Q.

California Community Colleges
Chancellor's Office

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2016-2017

District: (810) CERRITOS

Quarter Ended: (Q2) Dec 31, 2016

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Felipe Lopez

CBO Phone: 562-860-2451

CBO Signature:

Date Signed: 2/23/2017

Chief Executive Officer Name: Dr. Jose Fierro

CEO Signature:

Date Signed: 2-23-17

Electronic Cert Date: 02/23/2017

District Contact Person

Name: Ali Delawalla

Title: Director of Fiscal Services

Telephone: 562-860-2451

Fax: 562-924-2800

E-Mail: ndelawalla@cerritos.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Tracy Britten (916)324-9794 tbritten@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD

District: (810) CERRITOS

Fiscal Year: 2016-2017

Quarter Ended: (Q2) Dec 31, 2016

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017
I.	**Unrestricted General Fund Revenue, Expenditure and Fund Balance:**				
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	86,557,303	93,624,176	111,747,554	99,854,393
A.2	Other Financing Sources (Object 8900)	89,258	157,687	302,294	114,000
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	86,646,561	93,781,863	112,049,848	99,968,393
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	81,923,305	85,145,568	90,900,144	103,490,165
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,503,312	508,223	16,205,872	8,108
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	83,426,617	85,653,791	107,106,016	103,498,273
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	3,219,944	8,128,072	4,943,832	-3,529,880

D.	**Fund Balance, Beginning**	10,893,370	14,113,314	22,241,386	27,185,222
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	10,893,370	14,113,314	22,241,386	27,185,222
E.	**Fund Balance, Ending (C. + D.2)**	14,113,314	22,241,386	27,185,218	23,655,342
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	16.9%	26%	25.4%	22.9%

II. Annualized Attendance FTES:

G.1	**Annualized FTES (excluding apprentice and non-resident)**	16,864	17,790	17,741	16,669

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2013-14	2014-15	2015-16	2016-2017
H.1	Cash, excluding borrowed funds		21,615,192	26,308,248	38,771,500
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	31,623,622	21,615,192	26,308,248	38,771,500

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	99,734,393	99,854,393	52,633,421	52.7%
I.2	Other Financing Sources (Object 8900)	114,000	114,000	27,435	24.1%
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	99,848,393	99,968,393	52,660,856	52.7%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	103,511,898	103,490,165	45,909,995	44.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,200	1,200	8,108	675.7%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	103,513,098	103,491,365	45,918,103	44.4%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	-3,664,705	-3,522,972	6,742,753	
L	Adjusted Fund Balance, Beginning	27,185,222	27,185,222	27,185,222	
L.1	**Fund Balance, Ending (~~C + L2~~)** (K + L)	23,520,517	23,662,250	33,927,975	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	22.7%	22.9%		

V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: ***(If multi-year settlement, provide information for all years covered.)***

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

** As specified in Collective Bargaining Agreement or other Employment Contract*

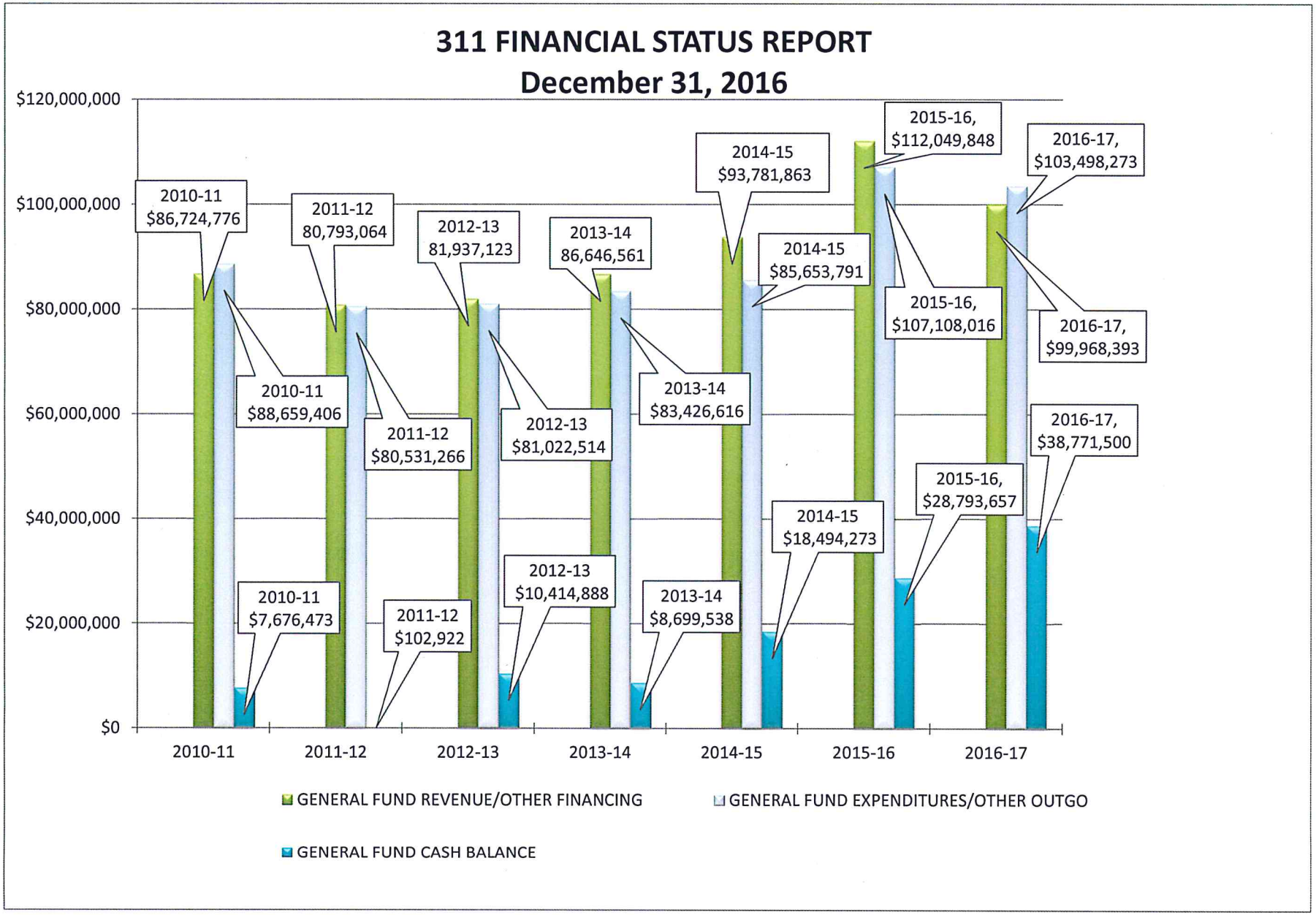
c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO / Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)


311 FINANCIAL STATUS REPORT
December 31, 2016
$120,000,000
$100,000,000
$80,000,000
$60,000,000
$40,000,000
$20,000,000
$0
2010-11
2011-12
2012-13
2013-14
2014-15
2015-16
2016-17
2010-11 $86,724,776
2011-12 80,793,064
2012-13 81,937,123
2013-14 86,646,561
2014-15 $93,781,863
2015-16, $112,049,848
2016-17, $103,498,273
2010-11 $88,659,406
2011-12 $80,531,266
2012-13 $81,022,514
2013-14 $83,426,616
2014-15 $85,653,791
2015-16, $107,108,016
2016-17, $99,968,393
2010-11 $7,676,473
2011-12 $102,922
2012-13 $10,414,888
2013-14 $8,699,538
2014-15 $18,494,273
2015-16, $28,793,657
2016-17, $38,771,500
GENERAL FUND REVENUE/OTHER FINANCING
GENERAL FUND EXPENDITURES/OTHER OUTGO
GENERAL FUND CASH BALANCE

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 05, 2017**
Agenda Item No. 39

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 Unrestricted and Restricted General Funds and Other Special Revenue Funds for Community Education and Cosmetology/Technology ending balances.

REPORT SUMMARY
Pages 1 thru 4 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds and Other Special Revenue Funds for Community Education and Cosmetology/Technology. These transfers are self-balancing and have no effect on their ending balance.

Page 5 reflects additional funds for Deputy Sector Navigator and revenue adjustments for CalWORKS, and Disabled Students Programs and Services for 2016-17, per the Chancellor's Office. These adjustments have no effect on the Restricted General Fund ending balance. Expenditures will be adjusted correspondingly.

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

ATTACHMENT(S)
Budget Adjustment Details (5 Pages).

BUDGET TRANSFERS FOR APRIL 5, 2017

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(50,638)
OTHER CONTRACT EXPENSES AND SERVICES	$	(8,750)
CAPITAL OUTLAY	$	(9,660)
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(69,048)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	7,712
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	1,360
OTHER CONTRACT EXPENSES AND SERVICES	$	23,459
CAPITAL OUTLAY	$	36,517
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**69,048**

Transfers: To align budget to cover expenses in Automotive, Engineering like Celette fixture set for Honda car, 4 axis model 4x-23, equipment rental lease for smog machines, P-cool kit for MTT machine, service to provide power for new 30A motor auto tech; purchase turbo tax deluxe federal 2016 for Business Education.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Nine (9)

Divisions/Departments/Programs:

Business Education, Humanities and Social Sciences; Liberal Arts; Science, Engineering and Mathematics; Technology; International Student Programs

BUDGET TRANSFERS FOR APRIL 5, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	(33,850)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(22,878)
EMPLOYEE BENEFITS	$	(15,190)
SUPPLIES AND MATERIALS	$	(15,000)
OTHER CONTRACT EXPENSES AND SERVICES	$	(49,899)
CAPITAL OUTLAY	$	(20,000)
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(156,817)**

TO		
ACADEMIC SALARIES	$	50,617
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	14,443
EMPLOYEE BENEFITS	$	8,690
SUPPLIES AND MATERIALS	$	12,847
OTHER CONTRACT EXPENSES AND SERVICES	$	150
CAPITAL OUTLAY	$	70,070
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**156,817**

Transfers: To transfer budget to specific line items such as licensing for Financial Aid Automation Peoplesoft; purchase of HP Probook notebook; stipend for Faculty Inquiry Group for Spring 2017; faculty release time for iFalcon support services.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Three (3)

Divisions/Departments/Programs:

Title IV Administrative Cost Allowance; Student Equity Plan - iFalcon Tutoring, Supplemental Instruction (CTX); Student Equity Plan - iFalcon Support Services

BUDGET TRANSFERS FOR APRIL 5, 2017

39.2 FUND - OTHER SPECIAL REVENUE FUND - COMMUNITY EDUCATION

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(10,000)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(2,000)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(12,000)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	12,000
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**12,000**

Transfers: To transfer budget for catalog design and production for Community Education for Fall 2016 and Spring 2017.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Community Education

BUDGET TRANSFERS FOR APRIL 5, 2017

39.3 FUND - OTHER SPECIAL REVENUE FUND - COSMETOLOGY/ TECHNOLOGY

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(2,982)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(2,982)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	2,900
EMPLOYEE BENEFITS	$	82
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**2,982**

Transfers: To transfer budget for salary and related payroll taxes for adult hourly.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Technology Contract Education

BUDGET ADJUSTMENTS FOR APRIL 5, 2017

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-72600-8625-0000000 State - CalWORKS To adjust income to match 2016-17 allocation per funding documentation. Budget allocated to salary and related payroll taxes for full time classified, and adult hourly; supply; travel; repair and maintenance; payment to and for students.	$	90,162
00000.0-00000-76615-8627-0000000 State - Deputy Sector Navigator - Advance Transportaion and Renewable 2017 To set up augmented amount. Budget allocated to salary and related payroll taxes for full time classified; supply; dues and memberships; contracted services; capitalized lease purchase equipment.	$	100,000
00000.0-xxxxx-79000-8623-0000000 State - Disabled Students Programs and Services To adjust 2016-17 allocation per apportionment schedule. Budget allocated to salary and related payroll taxes for adult hourly.	$	71,482
Total Revenue Budget	$	**261,644**

Fiscal Impact: No effect on the ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Three (3)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2016-2017 Academic Year**

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

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Aguilar Covarrubias, Ana*	EPP	Instructional Aide I	$10.50/hr (1)	03/01/17
Araujo, Ana G.	Financial Aid	Instructional Aide II	$13.30/hr	03/16/17
Araujo, Kimberly D.*	Financial Aid	Instructional Aide II	$13.30/hr	02/13/17
Baiz, Dylan M.*	Financial Aid	Instructional Aide II	$13.30/hr	03/01/17
Beshara, Martina Atef S.*	SEM	Instructional Aide II	$13.30/hr (1)	02/06/17
Caines, Justin*	DSPS	Instructional Aide I	$10.91/hr	03/02/17
Catching, Tahshae	Success Center	Instructional Aide II	$13.30/hr (1)	02/28/17
Condado, Lesette	Success Center	Instructional Aide I	$10.50/hr (1)	02/27/17
Cruz, Daisy D.*	CTE	Program Facilitator	$14.32/hr	02/27/17
Do, Trinh	SEM	Aide-General Laboratory	$10.50/hr	03/09/17
Escudero, Juliana*	Child Development Center	CDC Substitute Teacher	$20.99/hr	02/14/17
Garcia, Jacqueline	EPP	Intermediate Typist Clerk	$10.50/hr	03/15/17
Ibanez, Vanessa Yvette	Financial Aid	Instructional Aide II	$13.30/hr	03/03/17
Jimenez, Jose I.*	EPP	Instructional Aide I	$10.50/hr (1)	02/22/17
Kaveney, Heather R.	Library	Instructional Aide I	$10.50/hr (1)	03/15/17
Lira, Amalia Krystal	Success Center	Instructional Aide II	$13.30/hr (1)	02/27/17
Liu, Xuanyuan	Success Center	Instructional Aide II	$13.30/hr (1)	02/27/17
Mendoza, Dina**	Community Education	Program Assistant II	$11.78/hr	03/07/17
Monge, Sauny Kary*	Financial Aid	Instructional Aide II	$13.30/hr	02/27/17
Mohr, Tammi J	Success Center	Instructional Aide I	$10.50/hr (1)	03/10/17
Perez, Carolina	Success Center	Instructional Aide I	$10.50/hr (1)	02/27/17
Rios, Brianne	Admissions & Records	Instructional Aide II	$10.64/hr (2)	02/14/17
Romero Cardenas, Itzel	Fine Arts	Lab Aide	$10.50/hr	02/20/17
Rosell, Pablo	Success Center	Instructional Aide I	$10.50/hr (1)	02/27/17
Tiano, Anthony	Success Center	Instructional Aide II	$13.30/hr (1)	02/27/17
Umana, Andrew*	SEM	Instructional Aide II	$13.30/hr (1)	02/28/17
Vincent, Matthew*	IERP	Research Analyst	$27.40/hr	02/23/17
Xu, Hongmei	Admissions & Records	Clerk	$10.50/hr	02/14/17

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: April 5, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resource Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

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

ATTACHMENT(S)
Employee Resignations (Including Separations and Retirements) Accepted by the President

EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Whitson, Beverly	Liberal Arts – English	Professor	5/18/2017
2)	Sanderson, Janet	HPEAD – Dance	Professor	5/30/2017*

*Effective date revised by employee

Presented to the Board of Trustees: April 5, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 43

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 80% for 2017-2018, 2018-2019, and 2019-2020, and 60% for 2020-2021 and 2021-2022 prior to retirement for Ms. Bonnie Barrett effective for a period of five academic years beginning at the start of the Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Ms. Bonnie Barrett, Full-Time Professor (Art), has submitted the attached request for reduced workload prior to retirement.

Ms. Bonnie Barrett has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. Her request is for an 80% for 2017-2018, 2018-2019, and 2019-2020, and 60% for 2020-2021 and 2021-2022 workload for a period of five academic years beginning at the start of Fall Semester 2017 and ending at the conclusion of the Spring Semester 2022. This request was received by Human Resources on February 28, 2017, and it has been reviewed and approved by: Mr. Gary Pritchard, Instructional Dean, Fine Arts/Communications, Mr. Rick Miranda, Acting Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

Cerritos College
Office of Human Resources
(562) 860-2451, Extension 2284
www.cerritos.edu/hr

Application for Reduced Workload Prior to Retirement for Academic Employees

Name: Bonnie Ruth Barrett

Division: Fine Arts and Communications

In accordance with Administrative Procedure 7210, I hereby request that my assignment be reduced to please see below % of my regular assignment, beginning the academic year 2017–2018 for a period of five year(s).

It is my understanding that I will be required to retire at the end of the 2021–2022 academic year.

80% 2017–2018
80% 2018–2019
80% 2019–2020
60% 2020–2021
60% 2021–2022

Bonnie R Barrett — Feb 27 / 2017
Signature of Requesting Employee — Date

Signature of Immediate Manager — 2/28/17
Date

Signature of Appropriate Vice President — 2/28/17
Date

Signature of President-Superintendent — 3-3-17
Date

Approved by the Board of Trustees: _____
Date

Applications for reduced workload must be submitted to the appropriate Vice President prior to February 1 of the academic year preceding the beginning of the reduced workload assignment.

Presented to the Board of Trustees: April 5, 2017
Date

AP 7210 ACADEMIC EMPLOYEES

References:
Education Code, Sections 87400 et seq., 87600 et seq., and 87482.8;
Title 5, Section 51025

Faculty Senate: A faculty senate, organized under the provisions of the Administrative Code (California Code of Regulations, Title 5, Section 53200 et seq.), may represent the faculty by participating with the administration and the Board of Trustees in the formation of District policies on academic and professional matters as long as the exercise of such function does not conflict with lawful collective bargaining agreements.

Full-Time Faculty Assignment: All employment is predicated on a 40-hour week for all full-time academic employees. A full-time teaching load is 30 teaching units per academic year. Full-time academic employees' work hour assignments shall be made in accordance with established administrative guidelines and procedures. All full-time faculty employees regardless of tenure status, title or District assignment, shall perform specific duties under the direction of the designated management employee.

Full-Time Faculty Assignment in Adult Education: A full-time teaching assignment in Adult Education classes for the District is 30 teaching hours per week. Temporary part-time Adult Education instructors' assignments shall not exceed 60 percent of the 30 hours per week pursuant to Education Code Section 87482.5. The duties and responsibilities of full-time Adult Education faculty are the same as the duties and responsibilities of all other full-time academic employees.

Academic Rank: Qualifications and procedures to obtain rank shall be recommended by the Faculty Senate, approved by the Vice President of Academic Affairs, and published in the Faculty Handbook.

Reduced Workload Prior to Retirement: A reduced workload from full-time to part-time (not less than half-time) with prorated pay and maintenance of full retirement benefits, may be granted by the Board of Trustees to those academic employees who qualify.

Qualification for Application: To qualify for the application for reduced load, the employee must meet all the following criteria:

1. The employee shall have reached age 55 prior to the year when the reduction in workload occurs.
2. The employee shall have been employed full-time in an academic position for at least ten years of which the immediate preceding five years were full-time employment with the Cerritos Community College District.

3. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full-time in an academic position for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five year full-time service requirement.
4. The employee cannot participate in the plan for more than five years.
5. The employee is not an educational administrator.

Terms of Agreement: The terms of agreement for reduced workload between the District and the employee include the following:

1. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
2. The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. All hours of required service to the District under this agreement shall be prorated accordingly.
3. An employee requesting the reduced workload prior to retirement will be assigned a minimum of 50% load. An employee requesting the reduced workload of 50% prior to retirement may have the reduced assignment scheduled in either one semester or in the two semesters upon mutual agreement of the employee and the District. If reduced workload exceeds a 50% assignment, the load will be divided over two semesters. Each case will be individually considered in relationship to how the reduced assignment will affect the employee's assignment and meet District needs.
4. The employee and the District shall agree to contribute to the Teachers' Retirement Fund the amount that would be contributed if the member were employed on a fulltime basis. The employee shall make arrangements with the Payroll Department for payroll deductions or a lump sum payment in the amount necessary to pay the employee's 100% retirement contributions.
5. The period of agreement may be from one to five years.
6. The length of the original agreement for reduced load or the percentage of assigned load may be changed within the limits of the Education Code only by mutual agreement of the District and the employee.
7. If an employee works less than 100% assignment, the amount of accumulated sick leave varies in direct proportion to the percent of full-time employment.
8. An employee on less than full-time employment, who must use sick leave, will reduce earned leave on the same basis as employment.
9. The employee must retire on or before the termination of the agreement.
10. An employee on a reduced workload agreement shall not be employed in any overload or substitute hourly assignments during the regular school year.

Approval of Application: Eligible academic employees who wish to apply for a reduced workload should do so prior to February 1 of the school year preceding the first year in which the reduced workload will become effective.

The application must be approved by the employee's immediate manager, the appropriate Vice President, and the President/Superintendent before it can be recommended to the Board of Trustees for approval.

The decision to approve or deny a request for a reduced workload of an employee will depend on the effect it will have on the educational program. Consideration should be given to whether adequate replacement can be found and the number of people within an instructional area who may be on leave.

Also see BP 4005 titled Duties and Responsibilities of Faculty Members and BP 2510 titled Participation in Local Decision Making.

Offices of Primary Responsibility: Vice President, Academic Affairs
Vice President, Human Resources

Date Approved: December 10, 2008
(Replaces former Cerritos CCD Policies 7209, 7210, 7212, 7215 and 7222)

EDUCATION CODE - EDC

ARTICLE 1. General Provisions [87400 - 87488]

87483.
Notwithstanding any other provision, the governing board of a community college district may establish regulations that allow academic employees to reduce their workload from full-time to part-time duties. The regulations shall include, but shall not be limited to, the following if the employees wish to reduce their workload and maintain retirement benefits pursuant to Section 22713 of this code or Section 20900 of the Government Code:

(a) The employee shall have reached the age of 55 prior to reduction in workload.

(b) The employee shall have been employed full time in an academic position or a position requiring certification qualifications, or both, for at least 10 years of which the immediately preceding five years were full-time employment.

(c) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in an academic position or a position requiring certification qualifications, or both, for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.

(d) The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

(e) The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.

The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

(f) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.

(g) The period of this part-time employment shall not exceed five years for employee's subject to Section 20900 of the Government Code or 10 years for employee's subject to Section 22713 of this code.

(h) The period of part-time employment of employee's subject to Section 20815 of the Government Code shall not extend beyond the end of the college year during which the employee reaches his or her 70th birthday. This subdivision shall not apply to any employee subject to Section 22713 of this code.

(Amended by Stats. 2016, Ch. 415, Sec. 1. Effective January 1, 2017.)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT: Consideration of Approval to Declare Unrepresented Employees' Salaries Indefinite for 2017-2018 Academic Year

ACTION
It is recommended that the Board of Trustees approve to declare all management; contract management; confidential; child development center teachers; short-term, substitute, and student hourly; community education hourly; and/or other unrepresented employees' salaries indefinite effective July 1, 2017, for the 2017-2018 fiscal year.

FISCAL IMPACT
No additional financial effect.

REPORT SUMMARY
Education Code Sections 45032, 45162, and 87806 provide that salaries can be set at any time during the year, these sections do not supersede California Constitution, Article XI, Section 10. The Constitution prohibits officers or employees from receiving additional compensation for services already rendered. Courts have generally allowed retroactive pay within the constitution, if salaries were legally "indefinite."

Los Angeles County Office of Education Counsel reaffirmed the following:

- Governing boards of school and community college districts can take action to provide for salary increases or decreases to unrepresented employees retroactive to the beginning of the current fiscal year if they have passed a resolution declaring such salaries to be indefinite before the beginning of the current fiscal year.

- Governing boards of such districts may not take action to provide salary increases or decreases to unrepresented employees retroactive to any date of the prior fiscal year, unless such salaries had previously been deemed to be indefinite.

- Governing boards of such districts are required to pass a resolution declaring salaries for unrepresented employees to be indefinite on or before June 30 of the previous fiscal year in order for retroactive salary payments to be granted.

If the Board of Trustees intends to revise salaries for unrepresented employees and possibly make salary changes retroactive to July 1, 2017, or to any other mid-year retroactive date, salaries must be legally indefinite as of the retroactive date. Consequently, it is recommended that as a result of financial

uncertainties, negotiations, legislation, and other factors, the Board of Trustees declares all management; contract management; confidential; child development center teachers; short-term, substitute, and student hourly; community education hourly; and/or other unrepresented employees' salaries indefinite effective July 1, 2017, for the 2017-2018 fiscal year.

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

ATTACHMENT(S)
Education Code Sections 45032, 45162, and 87806, and California Constitution, Article XI, Section 10.

Education Code Sections 45032, 45162, and 87806 and California Constitution, Article IX, Section 10

45032. The governing board of a school district may at any time during any school year increase the salaries of persons employed by the district in positions requiring certification qualifications, such increase to be effective on any date ordered by the governing board.

45162. (a) The governing board of any school district shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all persons employed by the district in positions not requiring certification qualifications. The governing board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the governing board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues.
(b) The governing board of a school district may, at any time during the school year, increase the salaries of persons employed by the district in positions not requiring certification qualifications. Such increase shall be effective on any date ordered by the governing board.
(c) A governing board may, at any time, increase the wages or salaries of classified employees if the board or, in a merit system district, the personnel commission approves a classification change in a position, a class of positions, or any or all of the positions or classes of positions a part of the classified service.
(d) The provisions of this section shall not be construed to permit a governing board to demote or dismiss an employee as a result of reclassification of a position or class of positions except as may otherwise be permitted by law.
(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

87806. The governing board of a community college district may at any time during any school year increase the salaries of persons employed by the district in academic positions. The increase shall be effective on any date ordered by the governing board.

CALIFORNIA CONSTITUTION
ARTICLE 11 LOCAL GOVERNMENT

SEC. 10. (a) A local government body may not grant extra compensation or extra allowance to a public officer, public employee, or contractor after service has been rendered or a contract has been entered into and performed in whole or in part, or pay a claim under an agreement made without authority of law.

(b) A city or county, including any chartered city or chartered county, or public district, may not require that its employees be residents of such city, county, or district; except that such employees may be required to reside within a reasonable and specific distance of their place of employment or other designated location.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT:	**Consideration of Approval of Board Resolution #17-0405B, to Recognize the Week of May 21-27, 2017, as Classified School Employee Week in California, as Designated by the California School Employees Association and the California State Legislature**

ACTION
It is hereby recommended that the Board of Trustees adopt the attached Resolution #17-0405B, and designate the week of May 21 through May 27, 2017 as Classified School Employee Week, to recognize and honor the contributions of the classified professionals of the Cerritos Community College District.

FISCAL IMPACT
No additional financial impact.

REPORT SUMMARY
The third full week of May (May 21 through May 27) has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

Classified personnel employed by the District provide valuable services and strive for excellence in all areas relative to the educational community. The Board may elect to designate the week of May 21 through May 27, 2017 as Classified School Employee Week, to recognize the efforts of the classified school employees of the Cerritos Community College District.

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

ATTACHMENT(S)
Resolution #17-0405B

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION #17-0405B

RESOLUTION RECOGNIZING THE WEEK OF MAY 21-27, 2017, AS CLASSIFIED SCHOOL EMPLOYEE WEEK IN CALIFORNIA, AS DESIGNATED BY THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND THE CALIFORNIA STATE LEGISLATURE

WHEREAS, Classified professionals provide valuable services to the students and programs of the Cerritos Community College District; and

WHEREAS, Classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, Classified professionals serve a vital role in providing for the welfare and safety of Cerritos Community College District's students; and

WHEREAS, Classified professionals employed by the Cerritos Community College District strive for excellence in all areas relative to the educational community; therefore be it

RESOLVED, That the Cerritos Community College District hereby recognizes and wishes to honor the contribution of classified professionals to quality education in the state of California and in the Cerritos Community College District and declares the week of May 21 through May 27, 2017, as Classified School Employee Week in the Cerritos Community College District.

Adopted at a regular meeting of the Board of Trustees of the Cerritos Community College District at Norwalk, California this 5th day of April, 2017:

Signed: _____
President, Board of Trustees

Attest: _____
Secretary to Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 46

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. Stephen Johnson
Vice President, Student Services

PREPARED BY:
Elizabeth Miller
Dean of Student Services

SUBJECT: Consideration of Approval of 2017 Commencement Speaker – Ms. Michele Siqueiros

ACTION
It is recommended that the Board of Trustees approve Ms. Michele Siqueiros, President of the Campaign for College Opportunity, as the 2017 Cerritos College Commencement Speaker. It is also recommended that the Board of Trustees approve an honorarium of $500 to be made available, which will be funded by the District Commencement account.

FISCAL IMPACT
An honorarium in the amount of $500, funded by the District Commencement account, which will be made available.

REPORT SUMMARY
Ms. Siqueiros is currently the President of the Campaign for College Opportunity, an organization that works with college leaders, elected officials, students, and the business community to ensure college education remains a priority for the State of California.

Michele Siqueiros oversees the organization's strategy, policy priorities, fundraising, and serves as the leading spokesperson for their work. She has been with the Campaign since 2004, serving first as the Associate Director and the past seven years as Executive Director and was named President in 2014. With her leadership in 2010, the Campaign led the effort for historic transfer reform to make it easier for students to transfer from any California community college to the California State University system and most recently led support for the passage of the Student Success Act of 2012. Ms. Siqueiros was instrumental in assembling a statewide network of over 12,000 coalition supporters; involving over 50,000 young people and their families through the "Save Me a Spot in College" and "I'm One in A Million" scholarship contests, awarding over $670,000 in scholarship dollars; guiding the direction of the Campaign's research and releasing reports on the impact to the California economy and educated workforce needs; and, securing passage of Campaign sponsored legislation to increase access to Pell Grants and promote college awareness for middle school students.

Ms. Siqueiros currently serves on the Boards of the Institute for Higher Education Policy (IHEP), the EdSource Advisory Council, and the Alliance for a Better Community (ABC). From 2011-2014, she served as a gubernatorial appointee to the California Student Aid Commission, the state agency responsible for

distributing and awarding over $1.7 billion annually in Cal Grant aid to California college students. In 2015, the Mexican American Opportunity Foundation named her their Woman of the Year. Hispanas Organized for Political Equality (HOPE) named Ms. Siqueiros their HOPE Treasure in 2014. That same year, La Opinion Newspaper gave her the Hispanic Leader Award for her leadership in education. In 2008, La Opinion named her one of Los Angeles' Mujeres Destacadas (Outstanding Woman).

Ms. Siqueiros received her Bachelor of Arts in Political Studies and Chicano/a Studies from Pitzer College and her Master of Arts in Urban Planning from the University of California, Los Angeles.
(from: http://collegecampaign.org/michele-siqueiros/)

The College Committee on Student Life enthusiastically recommends Ms. Siqueiros as the 2017 Commencement Speaker.

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

ATTACHMENT(S)
None.

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
February 21, 2017

PRESENT:	Dr. Jose Fierro	ABSENT:	Dr. Adriana Flores-Church
	Rick Miranda		Lynn Laughon
	Dr. Stephen Johnson		David Ward
	Felipe Lopez		Miriam Tolson
	Dr. Renée DeLong		Saul Lopez-Pulido
	Michelle Lewellen		
	Terrance Mullins		
	Armando Soto		
	Dr. April Griffin	GUEST(s):	Dr. Kristi Blackburn
	Julie Mun		Dr. Angela Hoppe-Nagao

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:06 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.

Employment Opportunities	Closing Date
Program Assistant (Technology – categorical)	March 14
Full-Time Administration of Justice Instructor	March 24
Full-Time Economics Instructor	March 24
Full-Time Sociology Instructor	March 29
Full-Time English Instructor (2 positions)	March 29
Full-Time Mathematics Instructor	April 4

IV. APPROVAL OF MINUTES – February 6, 2017
It was moved by Dr. Griffin and seconded by Mr. Soto to approve the February 6 minutes. The vote for approval was unanimous. Mr. Mullins was not present for the vote.

V. BOARD AGENDA – March 1, 2017
The committee reviewed the draft March 1 Board Agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES
There were no items.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES
There were no items.

VIII. STATUS OF SHARED GOVERNANCE

Accreditation Midterm Report

Mr. Miranda stated that the final report was reviewed by the Faculty Senate at its February 14 meeting and by Planning and Budget at its February 16 meeting. The report is now ready for review by the Coordinating Committee. The committee had no revisions. The report will be presented to the Board of Trustees at its March 1 meeting.

Revised Administrative Procedure 6300 – Fiscal Management

Mr. Lopez stated that revisions to the procedure reflect updated regulations and requirements. It is also suggested that the District maintain a reserve of no less than 10 percent of the total operating expenditures and operating transfers as recommended by the Government Finance Officers Association (GFOA). The current procedure states that the District should maintain a reserve of no less than 5 percent.

The committee discussed the college's past practice in maintaining reserves and the importance of meeting payroll needs. Ms. Lewellen requested that this item be postponed to the March 6 meeting to allow for additional time to share the recommended revisions with the Faculty Senate and constituent groups.

Revised Administrative Procedure 6550 – Disposal of District Personal Property

Mr. Lopez stated that revisions to the procedure reflect updated regulations, requirements, and current practice.

It was moved by Mr. Soto and seconded by Ms. Lewellen to approve revised Administrative Procedure 6550 – Disposal of District Personal Property as attached. The vote for approval was 9-0-1; Dr. Griffin abstained.

Proposed Senate Committee on Faculty Hiring Prioritization

Ms. Lewellen stated that the Faculty Senate approved a proposal to establish this new committee at its February 14 meeting. She stated that the committee would provide transparency to the faculty prioritization process in a fair, equitable, efficient, and simplified manner. Dr. Hoppe-Nagao stated that a Faculty Senate taskforce researched faculty hiring prioritization processes at other colleges and found that the majority have similar committees and very few go through Planning and Budget. She stated that the proposed committee would simply rate and rank the priority of new faculty hires and would have no decision making authority. Faculty have been long unhappy about the lack of faculty input, ambiguity, contention, and inconsistency with the current process. Dr. Blackburn stated that the faculty hiring prioritization process needs improvement but requires an understanding of, commitment to, and connection with collegewide planning and budgeting. Ms. Lewellen clarified that the proposal focuses on the committee structure and not the faculty hiring prioritization process. The committee would be inactive until such procedures are established.

Mr. Miranda requested that this item be postponed to the March 6 meeting to allow for additional time to share the proposal with constituent groups and other committees. Dr. Fierro stated that in order to improve the process, fair, consistent, and objective metrics must be agreed upon and followed so that all decisions are based on the same data.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Griffin stated that the Cerritos College Forensics squad hosted the annual Tabor-Venitsky Invitational Speech and Debate Tournament this past weekend and Anthony Gomez took home an award in every event he competed. More than 500 students and 24 colleges participated in the tournament.

X. PRESIDENT'S REPORT

No report.

XI. ADJOURNMENT

Meeting adjourned at 2:40 p.m.

AP 6550 DISPOSAL OF DISTRICT PERSONAL PROPERTY

References:
Education Code, Section 70902(b)(6), 81360 et seq. and 81450 et seq.

The Board of Trustees authorizes the President/Superintendent to oversee the process for disposal of District personal property. The President/Superintendent delegates the responsibility for coordinating the disposal of District personal property to the Vice President of Business Services or his/her designee.

District personal property shall be sold as surplus by means of a public auction by a contract with a private auction firm. The personal property shall be sold or transferred to the highest responsible bidder upon completion of the auction and after payment has been received by the District.

The District can also exchange for value, sell for cash, or donate any personal property belonging to the District without complying with the preceding procedures if all of the following criteria are met:

a) The District determines that the property is not required for District purposes, that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for school use.
b) The property is exchanged with, or sold or donated to, a school district, community college district, or other public entity that has had an opportunity to examine the property proposed to be exchanged, sold, or donated.
c) The receipt of the property by a school district or community college district will not be inconsistent with any applicable district wide or school site technology plan of the recipient district.

The District may sell for cash and paid to the District, any District personal property if the property is not required for District purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for use.

Property cannot be sold until notice has been given. Notice must be posted in at least three public places in the district for not less than two weeks; notice can also be by publication for at least once a week for a period of not less than two weeks in a newspaper published in the district and having a general circulation. If there is no such newspaper, then notice can be published in a newspaper having a general circulation in the district; or if there is no such newspaper, then in a newspaper having a general circulation in the county in which the District or any part thereof is situated.

The Vice President of Business Services or his/her designee shall sell the property to the highest responsible bidder, or shall reject all bids.

Subject to Board approval, finds that the property, whether one or more items, does not exceed in value the sum of $5,000, the property may be sold by the Vice President of Business Services or his/her designee at private sale without advertising; however, such private sell prohibits District employees from purchasing surplus property from private sale.

Any item or items of property having previously been offered for sale as provided in Education Code Section 81450, but for which no qualified bid was received, may be sold by the Vice President of Business Services or his/her designee at private sale without advertising; however, such private sell prohibits District employees from purchasing surplus property from private sale, or the property may be otherwise disposed of in a local dump in accordance with California law.

In addition, the Board may sell or lease real property belonging to the District under the following conditions:

- The property is sold or leased to another local governmental agency, or to a nonprofit corporation that is organized for the purpose of assisting one or more local governmental agencies in obtaining financing for a qualified community college facility; or
- If the District has received only one sealed proposal from a responsible bidder that conforms with the standard rate or rates for the lease of its real property established by a majority vote of the Board, the Board may by majority vote delegate to an officer or employee the power to enter into leases, for and in behalf of the district, of any real property of the District.
- Generally, the funds derived from the sale or from a lease with an option to purchase shall be used for capital outlay or deferred maintenance. However, the proceeds of property sold or leased that was first offered for park or recreational purposes where applicable and then offered for sale or lease with an option to purchase at fair market value may be deposited in the general fund of the District if, prior to the sale or lease, the Board has determined that the District has no anticipated need for additional sites or building construction for the five-year period following the sale or lease.

Scavenging of materials on District property is expressly prohibited and enforceable through local city ordinances, as appropriate.

Office of Primary Responsibility: Vice President, Business Services

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Date Approved: **March 26, 2007**
Date Revised: **February 21, 2017**

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
March 6, 2017

PRESENT:	Dr. Jose Fierro	ABSENT:	Saul Lopez-Pulido
	Rick Miranda		
	Dr. Stephen Johnson		
	Dr. Adriana Flores-Church		
	Felipe Lopez		
	Dr. Renée DeLong		
	Michelle Lewellen		
	Terrance Mullins		
	Armando Soto		
	Dr. April Griffin		
	Lynn Laughon		
	David Ward		
	Miriam Tolson	GUEST(s):	Dr. Bob Livingston
	Julie Mun		Dr. Valyncia C. Raphael

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:03 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.

Employment Opportunities	Closing Date
Lead Custodian	March 20
Curriculum Assistant	Mach 29
Full-Time Studio Art Instructor	April 4
Full-Time Geography Instructor	April 11
Full-Time Engineering Instructor	April 13
Full-Time Chemistry Instructor	April 13
Full-Time DSPS Counselor	April 13

IV. APPROVAL OF MINUTES – February 21, 2017
It was moved by Dr. Johnson and seconded by Mr. Soto to approve the February 21 minutes. The vote for approval was 8-0-3; Ms. Laughon, Mr. Ward, and Ms. Tolson abstained. Dr. Flores-Church, Mr. Miranda, and Mr. Mullins were not present for the vote.

V. BOARD AGENDA – None

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

DEEOAC

Dr. Raphael distributed the attached November 8, December 13, January 10, and February 14 meeting agendas and minutes. She stated that during the fall semester, the committee looked into conducting a campus climate survey and after discussion, they decided to postpone it. In the interim, available campus data including climate data from the Community College Survey of Student Engagement (CCSSE) and demographic data from the data warehouse, will be utilized to see how the campus will move forward. A universal form has been created to request use of funds received from the Chancellor's Office to support diversity efforts, and an announcement will be sent to the campus soon. The committee also recently approved a new three-phase curriculum diversity certificate plan and is working on an implementation plan. Dr. Raphael also stated that a Gender Inclusive Restroom Forum featuring a guest speaker from The LGBTQ Center Long Beach is scheduled for April 28.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Academic Excellence

Ms. Tolson distributed the attached February 21 agenda outcomes. She stated that the ceremony is scheduled for Thursday, March 30 to begin at 7:00 p.m. in the Burnight Center Theatre. The committee is on schedule to prepare for the annual event and a student photoshoot is scheduled for tomorrow.

Hiring Standards

Dr. Livingston stated that the committee has received far less faculty equivalency and local standards requests than in the past, but continues to be an efficient and effective committee.

VIII. STATUS OF SHARED GOVERNANCE

Revised Administrative Procedure 6300 – Fiscal Management

At the February 21 meeting, Ms. Lewellen requested that this item be postponed to allow for time to share the recommended revisions with constituent groups and Faculty Senate. One of the proposed revisions states that it is recommended that the District maintain a reserve of no less than 10 percent of the total operating expenditures and operating transfers as recommended by the Government Finance Officers Association (GFOA). The current procedure states that the District should maintain a reserve of no less than 5 percent.

The proposed revisions were presented to the Faculty Senate at its February 28 meeting. Ms. Lewellen stated that the Faculty Senate passed a motion to negotiate a percentage less than 10 percent and more than 5 percent. She stated that the senators also questioned the urgency of the revision and whether a decision could be delayed until fall.

It was moved by Ms. Lewellen and seconded by Dr. Griffin to approve revised Administrative Procedure 6300 – Fiscal Management excluding the change to the language in regards to reserves. The motion did not pass [7 ayes (Griffin, Laughon, Lewellen, Mullins, Soto, Tolson, Ward), 7 noes (DeLong, Fierro, Flores-Church, Johnson, Lopez, Miranda, Mun), and 0 abstentions].

The committee discussed the college's past practice in maintaining reserves, the importance of meeting payroll needs, the need for a benchmark to prompt budget savings measures, and the timeline to develop the 2017-2018 budget. Mr. Lopez, Ms. Lewellen, and Ms. Laughon agreed to schedule further discussions this semester and into fall as the 2017-2018 budget is developed.

Revised Administrative Procedure 6750 – Parking and Other Traffic-Related Items
Dr. Johnson stated that the procedure was revised to add language in regards to special events parking on campus and enforcement of parking procedures 24 hours per day for all days of the year to ensure safe management of the campus and to maximize revenue. Additional and/or separate charges or waivers for special event parking shall be subject to the prior approval of the Vice President, Business Services or his/her designee. This will allow for exceptions on a case-by-case basis. Mr. Lopez stated that the updated procedure will serve as the first step of a multi-step process to update the college's facilities rentals procedures.

The committee discussed concerns about requiring parking fees for college-hosted events such as theatre performances and curricular program activities. It was suggested that a list of exceptions be added to standard operating procedures and kept on file with the Vice President, Business Services. A designated parking lot for such exceptions should also be specified.

It was moved by Ms. Tolson and seconded by Mr. Soto to approve revised Administrative Procedure 6750 – Parking and Other Traffic-Related Items as attached. The vote for approval was unanimous.

Revised Senate Committee on Technology-Based Learning (TBLC)
Ms. Lewellen stated that the proposed revision states that if the committee is unable to elect a chairperson, the Faculty Senate will appoint the committee chairperson(s). She stated that the TBLC hasn't met last year and this year due to difficulties in electing a committee chair. In order for the committee to accomplish needed work, the Faculty Senate has identified two faculty members who are willing to serve as chairpersons.

It was moved by Dr. Johnson and seconded by Dr. DeLong to approve the revised shared governance description for the Senate Committee on Technology-Based Learning as attached. The vote for approval was 12-1-0; Mr. Mullins voted no. Ms. Tolson was not present for the vote.

Proposed Senate Committee on Faculty Hiring Prioritization
Dr. Fierro stated that several meetings are scheduled to discuss concerns related to the faculty hiring prioritization process. Ms. Lewellen requested that this item be tabled.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS
No reports.

X. PRESIDENT'S REPORT
Dr. Fierro thanked everyone who attended the March 2 Hall of Fame Ceremony. He also provided information related to recent topics discussed by the Executive Council such as

enrollment updates and budget projections, the Educational Master Plan, and standard operating procedures.

XI. ADJOURNMENT

Meeting adjourned at 2:24 p.m.

Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Center for Teaching Excellence Conference Room

November 8, 2016

10:00 am – 11:00 am

1. Welcome
2. Minutes – October 11, 2016
3. Guests - Black History Month Committee– Requesting funding
4. Update on the Climate Survey
5. Bathroom Forums
6. Reviewing Diversity Application, Rubric, and Evaluations
7. Around the Table

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
Minutes for November 8, 2016
10:00 a.m.
Center for Teaching Excellence Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential	X	
Timothy Juntilla	Faculty Senate	X	
April Griffin	Faculty Senate	X	
Lance Kayser	CCFF	X	
Vanessa Rodriguez	CSEA	X	
Margo Winners	CSEA		X
Gary Pritchard	ACCME		X
Norma Rodriguez	ACCME		X
Monica Acuña	Minutes	X	
Chelena Fisher	Guest	X	

Minutes
Timothy motioned to approve the minutes. Valyncia seconded the motion.

Guest – Black History Month Committee – Requesting Funds
Chelena is requesting funds on behalf of the Black History Month Committee. The events will begin the week of January 16 and run the events till the first week of March. An outline of the 8 events was presented to the committee by Chelena. The committee requested an itemized budget. Chelena will email this to Valyncia.

Update on the Climate Survey
Valyncia was told by ACHRO that she does not have to do a climate survey.
Lance motioned to delay the climate survey. April seconded the motion.

Bathroom Forums
The campus has identified 32 bathrooms that may be converted to gender inclusive restrooms.
Valyncia told the committee she will be sending out an announcement regarding the campuses commitment to diversity and an invitation to the gender inclusive restroom forums.
Tim suggested that those designated bathrooms be identified on the campus map.
April suggested Valyncia speak at department chair meetings about the restrooms.

Reviewing Diversity Application, Rubric, and Evaluations
Grant Application: Add the Cerritos College logo
Rubric: Add the Statement *Approval is subject to available funding*, and the Cerritos College Logo
Event Evaluation: Make the evaluation electronic and change the ratings to numeric.
The sub-committee will go over the Event Evaluation, Self-Evaluation, and the Budget forms.

The committee was adjourned at 11:02 a.m.

Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Human Resources Conference Room

December 13, 2016

10:00 am – 11:00 am

1. Welcome
2. Minutes – November 8, 2016
3. Review Management Selection Procedures (Section 7.2) – adding a Confidential Representative
4. Final Approval of DEEOAC Funding Request Process & Forms
5. Diversity Certificate Curriculum Subcommittee Update
6. Diversity Newsletter/Draft Communication to campus
7. Event Approval Discussion
8. Gender Inclusive Bathroom Forum Update/Vote
9. Service Animal Policy Update
10. VetNet Ally Update
11. Next Semester Goals
12. Around the Table

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
Minutes for December 13, 2016
10:00 a.m.
Center for Teaching Excellence Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential	X	
Timothy Juntilla	Faculty Senate	X	
April Griffin	Faculty Senate	X	
Lance Kayser	CCFF	X	
Vanessa Rodriguez	CSEA	X	
Margo Winners	CSEA	X	
Gary Pritchard	ACCME	X	
Norma Rodriguez	ACCME		X
Monica Acuña	Minutes	X	

Minutes
Timothy motioned to approve the minutes. Valyncia seconded the motion.

Review Management Selection Procedures (Section 7.2) – adding a Confidential Representative
The committee would like to support having a confidential representative on each management recruitment. The changes will be made and distributed to the different constituent groups on campus for approval.

Final Approval of DEEOAC Funding Request Process & Forms
The committee was asked to review these forms and make recommendations before moving forward.
Donna suggested a response email be created. This email will be sent to the requestor once the committee has approved or denied the request. The maximum amount being allotted will be clearly noted if the request is approved.
Tim motioned to approve the forms with editing. Donna seconded the motion.

Diversity Certificate Curriculum Subcommittee Update
The Draft was handed out to the committee.
Tim recommended we add Cultural Intelligence back in to the curriculum.
Valyncia is going to meet with Shawna Baskette about the Cultural Response Training Program, it may fit for level II

Diversity Newsletter/Draft Communication to campus
No discussion on this topic today.

Event Approval Discussion
Black History Month events were approved by the committee
International Students and Programs were approved by the committee

Gender Inclusive Bathroom Forum Update/Vote
Valyncia told the committee that the forums were well attended. She plans to continue the discussion before the state deadline.

Service Animal Policy Update
A policy was created and can now be presented to groups by Valyncia and Dr. Lucinda Aborn. They have presented on the policy to managers and the board thus far.
Gary suggested an email be sent campus wide regarding the new policy.
April suggested a hard copy be put in faculty boxes as well.

VETNET Ally Update
Valyncia and Lance met with Erik Duane about developing an ally program for our veteran students. Valyncia will be speaking to the person who created the program this week and will identify people from our campus to be trained and get this program under way.

Next Semester Goals
The EEO Plan

The committee was adjourned at 11:20 a.m.

Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Human Resources Conference Room

January 10, 2017

10:00 am – 11:00 am

1. Welcome
2. Minutes – December 13, 2016
3. DEEOAC Funding Application Process Update
4. Diversity Certificate Curriculum Update
5. Master Calendar Update
6. ADA/Universal Access Updates
7. Bathroom Forum Update
8. NWC Play Discussion
9. Diversity Plan Revision Discussion
10. Around the Table

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
Minutes for January 10, 2017
10:00 a.m.
Center for Teaching Excellence Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential		X
Timothy Juntilla	Faculty Senate		X
April Griffin	Faculty Senate		X
Lance Kayser	CCFF	X	
Vanessa Rodriguez	CSEA	X	
Margo Winners	CSEA	X	
Gary Pritchard	ACCME	X	
Norma Rodriguez	ACCME	X	
Nicholas Mathews	Faculty Senate	X	
Monica Acuña	Minutes	X	

Welcome
Lance introduced Nicholas Mathews who will be sitting in for April Griffith temporarily.

Minutes
Lance motioned to approve the minutes. Valyncia seconded the motion.

DEEOAC Funding Application Process Update
The Sub-Committee will be meeting every week until the forms are complete.

Diversity Certificate Curriculum Update
The sub-committee will bring the curriculum back to the committee for review.

Master Calendar Update
Web Administrator Ty Bowman is expecting installation of the master calendar at the end

ADA/Universal Access Update
Valynica will be working with Dr. Lucinda Aborn to create a strategic plan. Valyncia will keep the committee informed on their progress.

Bathroom Forum Update
Valyncia went over the final data collected from the bathroom forums. The committee reviewed the data and gave her recommendations. She will present the recommendations to the Safe Zone Committee.

NWC play Discussion
The play discussed during last semester's committee meeting was cancelled.

Diversity Plan Revision Discussion
Members of the committee will divide the plan
Action 1.1 is complete
Action 2.1 DEEOAC will review
Action 2.2 Review Data from ED Master Plan
Action 3.1 Ongoing: DEEOAC will review data
Action 3.2 Need HR Feedback
Action 3.3 Nicholas and Valyncia will review
Action 3.4
Action 4.1 Valyncia and Lance
Action 5.1 Timothy
Action 5.2 Valyncia, Lance
Action 5.3 Valyncia, Lance, Vanessa, Margo
Action 61. Complete
Action 6.2 Gary, Norma and Vanessa
Action 7.1 Valyncia

The committee was adjourned at 11:15 a.m.

Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Human Resources Conference Room

February 14, 2017

10:00 am – 11:00 am

1. Welcome
2. Minutes – January 10, 2016
3. Diversity Applicant Screening Checklist
4. VetNet Ally Update
5. Training updates
6. Curriculum Update
7. Diversity Plan / EEO Plan Review
8. Around the Table

DRAFT

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
Minutes for February 14, 2017
10:00 a.m.
Center for Teaching Excellence Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential		X
Timothy Juntilla	Faculty Senate	X	
April Griffin	Faculty Senate		X
Lance Kayser	CCFF	X	
Vanessa Rodriguez	CSEA	X	
Margo Winners	CSEA	X	
Gary Pritchard	ACCME	X	
Norma Rodriguez	ACCME		X
Nicholas Mathews	Faculty Senate - Sub	X	
Monica Acuña	Minutes	X	

Minutes – January 10, 2017
Valyncia motioned to approve the minutes. Gary seconded the motion.

Diversity Applicant Screening Checklist.
Valyncia is working on condensing the screening checklist and will present it to the committee in March. Volunteers for a subcommittee will be chosen to refine the checklist.

VetNet Ally Update
Gary motioned to give VetNet $500 so they can begin a VetNet Ally Train the Trainer series. Lance seconded the motion.

Training Updates
Nicholas attended the Culture of Respect Workshop held February 3. He felt the information given was useful but the section on disability was dated.
Tim attended a past Culture of Respect Workshop and suggested the trainer be more interactive with the audience.

Curriculum Update
Valyncia and Lance presented the curriculum.
Margo moved to approve three phase curriculum certificate plan with an implementation plan to follow.
Gary seconded the motion.

Diversity Plan/EEO Plan
The EEO plan must be reviewed and updated by April 11 so it can go to the board for approval.

The committee was adjourned at 11:10 a.m.

Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

Academic Excellence Committee
Chair, David Betancourt, dbetancourt@cerritos.edu
February 21, 2017
11:00 a.m., CTX Conference Room

___	Abbruzzese, Mark
_X_	Betancourt, David
_X_	Carroll, Dani
_X_	Cheatham, Teresa
____	Gersitz, Lorraine
_X_	Graf, Marvelina
_X_	Johnson, Debra
___	Murguia, Stephanie
_X_	Samarin, Rachel
____	Sanderson, Janet
_X_	Shimazu, Cheryl
_X_	Smith, Felicia
___	Tolson, Miriam
_X_	Vasquez, Graciela

X = Present

AGENDA OUTCOMES

1. **AEC Activity Timeline**

   Tuesday, March 7, 2017: AEA student photo session
   Tuesday, March 21, 11am, CTX Conference Room
   Thursday, March 30, 7:00 p.m., 2017 – Academic Excellence Awards Program in Burnight Theatre

2. **Update of Key Components of AEA Ceremony**

   Set-up: new model postponed
   Faculty to read narratives, new format vetted and approved
   Green room photo will be moved to admin quad as informal selfie
   Keynote Speaker Confirmed: Paula Pereira
   Continued email notifications to faculty: Betancourt/Johnson
   Invitations to Administrators and College Board Done: Betancourt
   Invitations to Foundation Board: Samarin
   Food for AEA Ceremony: Culinary Arts to be contacted by Dani
   Table clothes for ceremony and photo reception: Rachel
   Flowers for AEA Ceremony: AJ (ASCC) contacted by Felicia
   Plaques: Betancourt coordinate with company
   Program and Certificates (scholarships): Rachel Samarin
   AEA Photo/quotes reception booked: Tolson (contact Sarah about taking group pic, but not green room photos
   Theater and quad booked for March 30th: Miriam Tolson
   Organize food for photo/quotes reception: Debra Schmidt, Cheryl Shimazu, Teresa Cheatham
   Student Narratives transferred to word document: Lorraine Gersitz

3. **Committee Calendar**

   Tuesday, March 7, 11am, Student Center Stage (photo reception and meeting)
   Tuesday, March 21, 11am, CTX Conference Room
   Thursday, March 30, 7pm, Burnight Theater Academic Excellence Awards Ceremony
   Tuesday, April 18, 11am, CTX Conference Room

Cerritos College
11110 Alondra Boulevard, Norwalk, California 90650

4. Sign-Up

Tuesday, March 7, 2017 - AEA student photo session in Student Center 10:30am – 1:00pm

10:30am Set-up: David (tablecloths, surveys, platters), Cheryl, Debbie (food from Costco)

11:00am Event: David, Cheryl, Debbie, Rachel, Teresa, Dani Felicia, Marvelina

12:20am Clean up: David, Teresa, Dani, Marvelina, Rachel

3:30 Set-up ,Thursday, March 30, 2017 - AEA Ceremony in Burnight Theater:
Stage: ___ student bios ____ signs ____ flowers ____banners ____ plaques _____water

Check-in tables (3): ____ AEA winners ____ faculty escorts ____ scholarship winners

Boardroom: ____ table clothes ____ containers for left overs ____ food

Administrative Quad: ____ table clothes on all tables ____ backdrop for photos

David +1, Felicia +1, Miriam, Graciela +2, Lorraine, Rachel +1

6:00pm Check-in (6pm call), **Thursday, March 30, 2017** - AEA Ceremony in Burnight Theater:
Tables: ____ ____ AEA winners(2) ____ faculty escorts ____ scholarship winners

Foyer: ____ ____ programs (2) ____ ____ give directions (north/south)2

David, Felicia, Rachel, Debbie, Dani, Teresa & Zoey, Graciela, Stephanie, Miriam

7:00pm Ceremony , **Thursday, March 30, 2017** - AEA Ceremony in Burnight Theater**:**
Line Leaders : ____ North _____ South Escort Stand Ins: _____ _____

Backstage crew: ____ direct from greenroom back to ceremony ___ direct from foyer to seats

Group Picture: ____ organize group photo on stage ____Move flowers to reception

David, Felicia, Rachel, Stephanie, Miriam, Teresa & Zoey & Brian

AP 6750 PARKING AND TRAFFIC-RELATED ITEMS

References:
Education Code, Section 76360;
Vehicle Code, Section 21113

The President/Superintendent delegates authority to implement these procedures to the Vice President of Student Services.

These procedures are intended to promote safe and orderly movement of traffic within District property for the safe and orderly parking of vehicles and bicycles.

All applicable provisions of the California Vehicle Code are expressly applicable both on and off paved roadways.

Parking of motor vehicles and bicycles is limited to specially designated areas. Fee permits are required for motor vehicles, including motorcycles and motorized scooters, 24 hours per day and all days of the year. Vehicles or bicycles parked in violation of the provisions of this code are subject to fines, towing, or impoundment.

Fines shall be imposed for violation of regulations. Amounts shall be established based on severity of offense type and cost recovery for mandates and enforcement. Reference amounts shall be established and subject to periodic adjustment.

Offense Type	Reference amount
Paid Status and Space Use	$40.00
• No valid permit or valid permit not displayed as directed	
• Expired meter or other metered parking violation	
• Parked outside parking space markings	
• Unauthorized use of Reserved or Restricted parking	
• Carpool space use without valid permit	
• Carpool space use without carpool partner (if applicable)	
• Parked in excess of time allowed	
• Parked in Electric Vehicle Charging space without charger use	
• No current tabs displayed; unregistered vehicle	
• No license plate displayed	
Safety	$50.00
• Stopping or parking in No Parking or Stopping zones	
• Parked on Red Curb	
• Parked in fire lane	

Accessibility $335.00

- Parked in disability reserved space without valid permit
- Misuse of disability placard
- Parked with effect of limiting access to disability reserved space
- Parked with effect of limiting use of disability access path of travel

Enforcement and Responsibility $160.00

- Use of lost or stolen permit
- Use of altered, counterfeit, or fraudulent permit

Citations that are not contested or paid within statutory guidelines are subject to a late fee of $32.00 and a DMV lien fee of $8.00 added to the cost of the fine.

All persons who enter on District property are charged with knowledge of the provisions of this procedure and are subject to the penalties for violations of such provisions.

Parking fees are established by action of the Board of Trustees.

Additional and/or separate charges or waivers for special event parking shall be subject to the prior approval of the Vice President, Business Services or his/her designee. College hosts of regional or other meetings, trainings, or conferences involving off-campus invitees may request one-day permits from the Chief of Campus Police or his/her designee. Waiver types and request process will be published in standard operating procedures.

In accordance with Section 21113a of the California Vehicle Code, the District will enforce these procedures by issuing citations. In addition, this code section stipulates that except with the permission of and subject to any condition or regulation imposed by the Board of Trustees, no person shall drive any vehicle or animal, nor shall any person stop, park, or leave standing any vehicle or animal, whether attended or unattended, upon driveways, paths, parking facilities, or the grounds of any public school, state university, state college, or any educational institution exempted, in whole or part, from taxation.

In accordance with Section 21113b of the California Vehicle Code, the Board of Trustees shall erect or place appropriate signs giving notice of any special conditions or regulations that are imposed under this section. The Board shall also make a written statement of those special conditions and regulations available for examination by all interested persons. This statement shall be available in the President/Superintendent's Office.

In accordance with Section 21113c of the California Vehicle Code, when the Board of Trustees permits traffic upon driveways, paths, parking facilities, or grounds (except for those conditions imposed or regulations enacted by the Board), all the provisions of this code section relating to traffic upon the highways shall be applicable to the traffic upon the driveways, paths, parking facilities, or grounds.

In accordance with Section 21113f of the California Vehicle Code, the Board of Trustees may adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, skateboards, and roller skates on District property.

Offices of Primary Responsibility: Vice President, Student Services
Vice President, Business Services

Date Approved: **March 26, 2007**
Date Revised: **August 29, 2011; March 6, 2017**

SENATE COMMITTEE ON TECHNOLOGY-BASED LEARNING
(revised on 2/11/13)

A. Purposes

- Recommends policies, procedures, and standards for distance education
- Develops and recommends the specifications for smart classrooms
- Develops and recommends professional development specifications for instructors to be able to teach technology-based courses (or DE)
- Develops and recommends the specifications for course/learning management systems
- Develops and recommends standards for accessibility for technology-based learning environments
- Monitors trends and practices on issues within the committee's scope and communicates them to the college

B. Subcommittees

Appointed as necessary

C. Chairperson (how selected/elected)

1. A faculty member elected by the voting members for a two-year term. In the event that no chairperson(s) is elected, the Faculty Senate may appoint a chairperson(s). The term shall commence on July 1 and end on June 30.

2. It is the responsibility of the Chairperson to prepare and distribute the agenda, conduct meetings, compile minutes, forward recommendations to the Faculty Senate and then to the College Coordinating Committee, for information only, then to the Board of Trustees or its designee, and maintain the Committee website and keep the TalonNet site updated with agendas and minutes.

D. Other Officers (if any)

Secretary

a. A committee member shall volunteer to serve as Secretary for each meeting

b. The Secretary takes notes to supplement those taken by the Chairperson and gives his/her notes to the Chairperson at the end of the meeting

E. Membership (15 members – *revised 2/11/13*)

One faculty member appointed by each of the following instructional areas and confirmed by the Faculty Senate:

Business Education
Counseling
Fine Arts & Communications
Health Occupations
Humanities/Social Sciences
Liberal Arts
Library & Learning Resource Center

Health, Physical Education, Dance & Athletics
Science, Engineering & Mathematics
Student Services
Technology

Distance Education Coordinator
1 management representative appointed by ACCME
1 classified representative appointed by CSEA
1 student representative appointed by ASCC

F. Terms of Office

1. Three-year staggered terms not to exceed two consecutive terms for appointed positions when possible. Exceptions will be considered by the Faculty Senate. Appointees with subject-area expertise may be requested from the representative groups.

2. The ASCC representative will serve a one-year term.

G. Quorum

The committee will review its quorum requirement at the beginning of each academic year. All recommended revisions must be forwarded to the Coordinating Committee for review. The quorum requirement will be posted on the committee website.

H. Decision-making Process

Consensus shall be the preferred decision-making process. If consensus cannot be achieved, the committee shall use majority vote of members present and voting as its voting method.

I. Reporting Guidelines

1. All actions of the Senate Committee on Technology-Based Learning will be communicated to the Faculty Senate in the form of minutes.
2. The Chairperson of the Senate Committee on Technology-Based Learning will report to the Faculty Senate at least one time each semester.
3. The Chairperson of the Senate Committee on Technology-Based Learning will report to the College Coordinating Committee at least one time each semester.
4. The Chairperson of the Senate Committee on Technology-Based Learning will be responsible for maintaining relevant committee information on the website. (See Appendix D, Guidelines for Committee Websites)

J. Meetings (day and time)

First Thursday of each month at 11:00 a.m.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**

Agenda Item No. 48

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, 2016

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, 2016 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 $611,787 and total expenditures of $395,317, which resulted in a surplus of $216,470.

Page 3 is the Budget Summary graphic depiction of actual revenues and expenditures. Sources of income are: 1) College service fees (CCSA); 2) student store; 3) vending commissions; 4) electronic games; 5) food court vendors; 6) fine arts (theatre); 7) athletics (football and basketball commissions); 8) student activities; and interest 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, 2016 through December 31, 2016.

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING BALANCE SHEET
December 31, 2016

	Associated Students Fund	Students Clubs & Trust Fund	Scholarship & Loans Fund	Combined
ASSETS				
Cash On Hand And In Banks				
Bank of America - ASCC	$ 758,239	$ -	$ -	$ 758,239
Bank of America - Trust		432,943	-	$ 432,943
Investments				
Los Angeles County Treasurer (109-00-000)				0
Cal National Bank-Trust				0
Petty Cash & Change Funds				
ASCC Account (104-00-000)	750			750
ASCC Accounts Receivable (121-00-000)				0
ASCC Prepaid Expense Account (170-00-000)				0
Blue Bear 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	**1,848,401**	**696,873**	**0**	**2,545,274**
LIABILITIES AND FUND BALANCE				
Accounts Payable	$ 3,333		$ -	$ 3,333
Due To Other Funds (202-00-000)	0			0
Amounts Held For Others		696,530	0	696,530
Misc. Adjustments				
TOTAL LIABILITIES	**3,333**	**696,530**	**0**	**699,863**
FUND BALANCE				
Designated for Special Purpose	1,845,411			**1,845,411**
TOTAL FUND BALANCE	**1,845,411**			**1,845,411**
TOTAL LIABILITIES AND FUND BALANCE	**1,848,744**	**696,530**	**0**	**2,545,274**

QB

ASSOCIATED STUDENTS-CERRITOS COLLEGE
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
For the Period July 1, 2016 - December 31, 2016

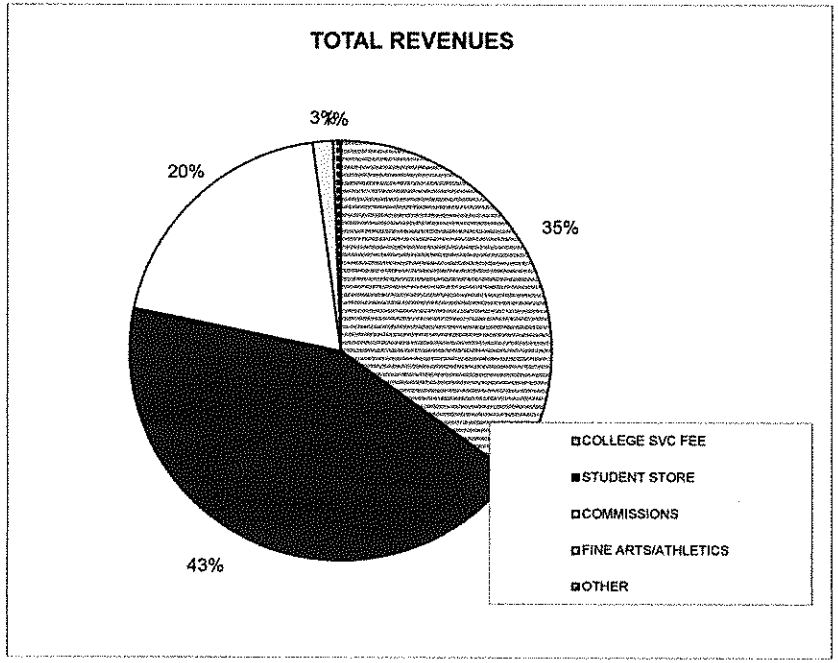
	Associated Students Fund		Students Clubs & Trust Fund (250's)	Scholarship & Loans Fund (275's)
	BUDGET	ACTUAL	ACTUAL	ACTUAL
REVENUES				
College Services Fee (400-01-001)	450,000.00	213,421.00		
Student Store (400-01-002)	550,000.00	265,542.66		
Football (400-02-001)	6,500.00	6,886.00		
Basketball (400-02-002)	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	2,505.08		
Vending Commission (Canteen Vending & Pepsi) (400-04-002)	87,000.00	47,250.00		
Electronic Games (400-04-003)	3,500.00	2,117.23		
Food Court Income (400-04-004)	93,000.00	51,084.94		
Elbow Rooms Commission (400-04-005)	31,000.00	19,224.14		
Fine Arts/Theatre (400-05-001)	7,000.00	2,506.15		
Fine Arts/Music (400-05-002)	0.00	0.00		
ASCC Undistributed Reserves (400-05-003)	358,337.13	0.00		
Receipts (Deposits)			546,455.40	23,408.58
TOTAL REVENUES	**1,602,337.13**	**611,787.20**	**546,455.40**	**23,408.58**
EXPENDITURES				
Student Government Program (600-01-000 to 600-01-999)	301,060.00	95,075.00		
Instructional Programs (600-02-000 to 600-02-999)	469,674.53	93,173.53		
Special Operations (600-03-000 to 600-03-999)	593,067.60	61,059.39		
Intercollegiate Athletics Program (600-04-000 to 600-04-999)	217,035.00	127,683.26		
Student Services (600-05-000 to 600-05-999) + (250-00-001)	21,500.00	18,325.38		
Adjust for restatements	0.00			
Disbursements			620,833.40	22,958.58
TOTAL EXPENDITURES	**1,602,337.13**	**395,316.56**	**620,833.40**	**22,958.58**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		**216,470.64**	**-74,378.00**	**450.00**
BEGINNING FUND BALANCE, JULY 1, 2016		**1,628,940.00**	**770,458.00**	**0.00**
ENDING FUND BALANCE, DECEMBER 2016		**1,845,410.64**	**696,080.00**	**450.00**

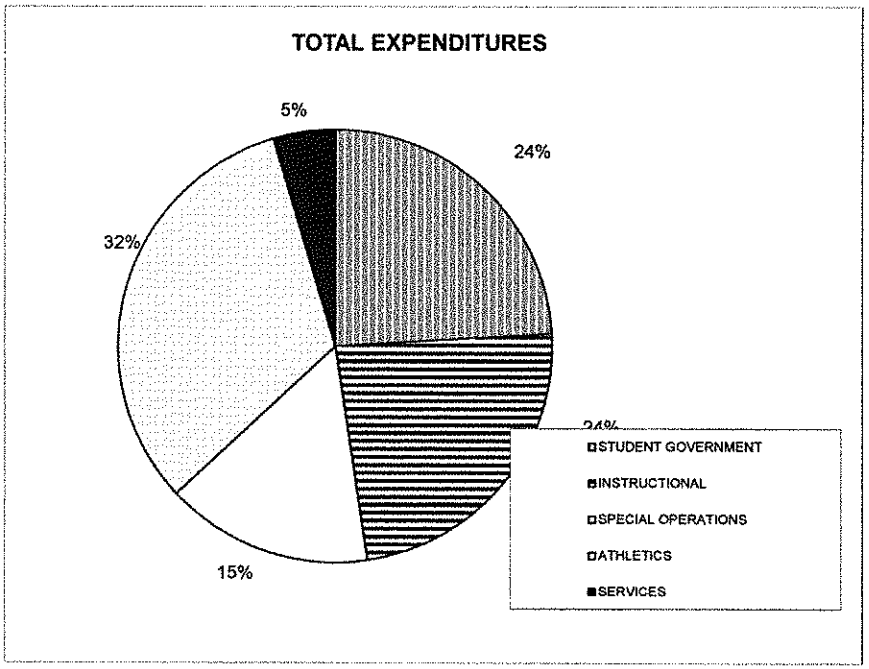
ASSOCIATED STUDENTS-CERRITOS COLLEGE

BUDGET SUMMARY

DECEMBER 2016

COLLEGE SVC FEE	$	213,421	STUDENT GOVERNMENT	$	95,075
STUDENT STORE		265,543	INSTRUCTIONAL		93,174
COMMISSIONS		119,676	SPECIAL OPERATIONS		61,059
FINE ARTS/ATHLETICS		9,392	ATHLETICS		127,683
OTHER		3,755	SERVICES		18,325
			ADJ FOR RESTATEMENT		0
TOTAL REVENUES	$	611,787	TOTAL EXPENDITURES	$	395,317





CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 49

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

SUBJECT: Consideration of Approval of Sabbatical Leave Applicants for 2017-18 Academic Year

ACTION
It is recommended that the Board of Trustees approve sabbatical leaves of absence for the following:

Kimberley Duff	100%	2017-18 Academic Year
Frank Gaik	100%	2017-18 Academic Year
Patty George	100%	2017-18 Academic Year
Lance Kayser	100%	2017-18 Academic Year

FISCAL IMPACT
The cost of replacing Sabbatical Leave applicants with part-time faculty to teach their regular loads is estimated to be $160,000.

REPORT SUMMARY
Education Code Section 87768 authorizes the governing board of a community college district to grant a sabbatical leave to any academic employee who has rendered service to the district for at least six consecutive years preceding the granting of the leave, but not more than one such leave shall be granted in each six-year period.

The Sabbatical Leave Committee is a standing committee of the Faculty Senate and provides support and makes recommendations to (1) unit members applying for a sabbatical leave and (2) unit members returning from sabbatical leaves who are required to submit sabbatical leave reports. The committee, chaired by Associate Professor Julie Bathke, received and considered all sabbatical applications and applied the criteria established in the Sabbatical Leave Policy and CCFF collective bargaining agreement to recommend Sabbatical Leave of Absence applications for the 2017-18 academic year. The Faculty Senate, chaired by Michelle Lewellen, unanimously approved the unranked applications at its meeting on February 7, 2017. The applications were then forwarded to the Vice President of Academic Affairs and the President/Superintendent for further consideration. The 4 sabbaticals were ranked by the Sabbatical Leave Committee based on adherence to the mission and strategic goals of the college.

Article 19 of the CCFF collective bargaining agreement states that Sabbatical leave of absence is a privilege accorded to full-time faculty unit members for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other related creative activity. Board Policies and the CCFF collective bargaining agreement establish rules and regulations for sabbatical leavers. All academic school-month employees shall be eligible after serving six consecutive years for a semester leave at 100% of contract salary or an academic year at 70% of contract salary. All academic school-month employees shall be eligible

after serving 10 consecutive years for a semester leave or an academic year leave at 100% of contract salary.

Per Article 19.18 in the CCFF collective bargaining agreement, each faculty member approved for a sabbatical leave in 2016-2017 will submit a written Sabbatical Leave Report to the Office of Academic Affairs for review before final exams in the semester that the faculty member returns. The Vice President of Academic Affairs will forward the approved sabbatical leave report(s) to the President/Superintendent to approve, who will then place the reports on the agenda for the next regular board meeting of the Board of Trustees. The Board of Trustees will review the sabbatical leave reports at a regular meeting and move final approval.

Board Policy states that the maximum number of sabbatical leaves granted in any one year shall not exceed 5% of the total number of full-time academic employees.

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

ATTACHMENT(S)
Sabbatical Applicant Abstracts for 2017-18
Board Policy 7220

Sabbatical Applications for Academic Year 2017-2018

Kimberley Duff, Psychology, 100% Academic Year 2017-2018

Dr. Kimberley Duff's sabbatical project is inspired by the quantity of Cerritos College alumni who successfully pursue psychology as a profession and will include self-directed research on successful psychology alumni. The current project aims to study and create a sustainable database of former psychology students that are working in the field of psychology and create a web based resource to facilitate the success of current students interested in pursuing psychology as a career. Former students will be interviewed to document their academic experience and to create resources for current students to facilitate their success. A brochure and website will be developed that will showcase the success of former students, feature student empirical research that was presented at conferences, and additional resources to motivate current students to begin on a career path that will use their skill set developed and honed in the Psychology Department. Student experiences, including what characteristics and experiences made them successful, will be shared with local four-year universities in person, at the regional level in a conference presentation, and at the campus level via presentations, a newly created website and media publications. Several psychology alumni from Cerritos College who have attained a Bachelor's degree, Master's degree and doctorate degree have already been contacted and have agreed to be interviewed about their accomplishments. This sabbatical leave will benefit the Psychology Department and the campus at large by impacting four of the seven circles including: Student Engagement, Teaching Practices, Instructional Programs, and Support Services.

Frank Gaik, English, 100% Academic Year 2017-2018

This sabbatical reviews current research in the field of linguistics and applies it to the teaching of composition. The research will inform the teaching of courses and the professional development in the Department of English. Courses affected include linguistics, vocabulary, developmental through advanced composition, and literature. The sabbatical focuses on the following areas of linguistics particularly relevant to our student population: first and second language acquisition; bilingual and multilingual learning; varieties of conversational style among genders, abilities, and cultural backgrounds; intercultural competence in various discourse communities. Linguistics contributes to the study of contemporary emergent authors, whose literary style incorporates and celebrates colloquialism, vernacular, dialects, multilingualism, and cultural difference. Courses in Linguistics will be revised to meet the needs of Cerritos College programs in child development, global studies, American Sign Language, gender studies, anthropology, psychology, sociology, and law enforcement. Reading lists with contributions from emerging authors, particularly African-Americans, Latinx, Native Americans, and Pacific Islanders, will be distributed; faculty workshops in linguistics and intercultural competence will be developed, in partial fulfillment of the campus Student Equity Plan. Additional and ongoing resources will be available campus-wide.

Patty George, Mathematics, 100% Academic Year 2017-2018

Professor George will survey summer programs and internship programs targeting and serving Science, Technology, Engineering and Mathematics (STEM) undergraduates. During her sabbatical, she will research advantages, requirements, and restrictions of these programs and establish pipelines to these college, university and internship programs. The goal of this sabbatical leave is to further develop access to STEM related careers for Cerritos College students.

Lance Kayser, English, 100% Academic Year 2017-2018

Lance Kayser will create an 18-unit LGBT Studies Certificate. The purpose of the certificate program will be to raise awareness of the LGBT community's struggles, to empower both LGBT and straight allies to be advocates for equality and change in our society, and finally to bring more legitimacy to LGBT Studies as an academic program of study. As part of the certificate program, he will create two new courses. One will be an introduction to LGBT Studies class. This class will explore the historical representations of queer individuals who contributed to their respective societies and to the establishment of LGBT rights. Secondly, he will create a Queer Literature class, which will explore the representations of queer characters and experiences in literature and also analyze the style and biographies of queer authors. In addition to these two courses, Lance will utilize classes that Cerritos College already offers that include LGBT content to fulfill the 18 units of the certificate.

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: **April 5, 2017**

Agenda Item No. 50

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Candidates for CCCT Board of Directors – 2017

ACTION

It is recommended that the Board consider this item and determine a vote for each of the nine vacancies and authorize staff to forward the official ballot to the League office before the April 25 deadline.

FISCAL IMPACT

No financial impact.

REPORT SUMMARY

The election of members of the CCCT board of the League will take place between March 10 and April 25. There are nine vacancies on the board.

Each member community college district board of the League shall have one vote for each of the vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The candidates who receive the most votes will serve three-year terms.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

List of Candidates

2017 CCCT Board Election
Candidates Listed in Secretary of State's Random Drawing Order of February 10, 2017

1. Marisa Perez, Cerritos CCD
2. Greg Pensa, Allan Hancock CCD
3. Michele R. Jenkins, Santa Clarita CCD
4. John Leal, State Center CCD
5. *Stephen Blum, Ventura County CCD
6. *Laura Casas, Foothill-De Anza CCD
7. *Stephan Castellanos, San Joaquin Delta CCD
8. Loren Steck, Monterey Peninsula CCD
9. *Adrienne Grey, West Valley-Mission CCD
10. Shaun B. Giese, Lassen CCD
11. *Andra Hoffman, Los Angeles CCD
12. *Pam Haynes, Los Rios CCD
13. Richard Watters, Ohlone CCD
14. *Jim Moreno, Coast CCD
15. William "Kyle" Iverson, Napa CCD

* Incumbent

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Cerritos Community College District nominates Marisa Perez to be a candidate for the CCCT Board.

This nominee is a member of the Cerritos Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Marisa Perez	DATE: January 24, 2017
ADDRESS: 5921 Allington Street	CITY & ZIP CODE: Lakewood, CA 90713
PHONE: 323-359-6839	EMAIL: marisaforlakewood@gmail.com

EDUCATION

CERTIFICATES/DEGREES: Master of Public Policy, University of Southern California (1998), B.S., Bioengineering, Texas A&M University (1996)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Board Consultant for Judith Mitchell, South Coast Air Quality Management District, Diamond Bar, CA

OTHER: Executive Director – Office of the Superintendent President, Long Beach Community College, CA (2004 to 2005)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Cerritos Community College District

YEARS OF SERVICE ON LOCAL BOARD: 5 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Cerritos Community College District
Board President, 2012-13
Board Clerk, 2013-15
Board Vice President, 2015-16

Appointed by Board President to serve on the President/Superintendent Screening Committee, which concluded in the hiring of Dr. Jose Fierro. Appointed to Bond Construction Advisory Committee to oversee the $349 million Measure G bond for campus construction. Appointed to serve on the Board Advisory Committee on Accreditation. Appointed to represent college on the Los Angeles County School Trustees Association (2014-15).

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Associate Director for Domestic Policy, The White House - Executive Office of the President, Washington DC – 1 Year

Associate Director for Transportation – Mayor Antonio Villaraigosa, City of Los Angeles, CA - 2005 to 2009

Selected to attend the National Association of Latino Elected Officials Annual National Summit on the State of Latino Education

CIVIC AND COMMUNITY ACTIVITIES

School Site Committee Member, Esther Lindstrom Elementary School
Vice President, PTA, Esther Lindstrom Elementary School
Board Member, Lakewood Little League
Graduate, Hispanas Organized for Political Equality Leadership Institute
Former Council Member, MTA Gateway Cities Service Sector
Former Member, Bellflower Unified School District Citizens Task Force

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Marisa Perez
DATE:
January 24, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Distribution of equitable dollars is critical to educational access to our students, especially those underserved. The league should focus on increasing per-student funding for community colleges, investment in SSSP and Equity programs in order to close achievement gaps, and adequate allocation of Cal Grant resources to California community colleges.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a government relations executive, I have a proven record of over 15 years' experience improving legislative/organizational changes, as well as establishing strategic relations with key policymakers, and industry and trade associations, state- and nationwide. I bring to the CCCT board the experience necessary to enable true education reform.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Allan Hancock Community College District nominates Greg Pensa to be a candidate for the CCCT Board.

This nominee is a member of the Allan Hancock Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Gregory A. Pensa	DATE: February 14, 2017
ADDRESS: 69 Ironwood Way	CITY & ZIP CODE: Solvang, 93463
PHONE: 805 455-1751	EMAIL: gpensa@hancockcollege.edu

EDUCATION

CERTIFICATES/DEGREES: A.A. Allan Hancock College, B.A. San Diego State University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION:	Retired
OTHER:	Petroluem Marketing and Asset Development Director.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Allan Hancock College
YEARS OF SERVICE ON LOCAL BOARD: 7
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:
Two years Board Vice President and three years Board President.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Attended last two ACCT conferences as voting Board member.

Help lead seminar with other colleges on the "Six Student Success Factors".

CIVIC AND COMMUNITY ACTIVITIES

Education related; CCCL-Excellence in Trusteeship 2011, recertification 2015.
Solvang School Board Trustee 10 years, passed Mello Roos bond, built 6 classrooms and gym.
Santa Ynez High School, coached JV baseball.
Radio Broadcaster Santa Ynez High School Football since 1983.
Allan Hancock College Foundation Board 9 years, helped pass $180-million-dollar Bond.
Santa Barbara County School Boards Assoc., Ex.Committee & President elect 2017-18.
"Education Volunteer of the Year" Santa Ynez Valley 2004

OTHER

"Man of the Year"-Santa Ynez Valley--The Valley Foundation 2013
Indigenous Development Coordinators-Founding Board member & Treasurer for Non Government Organization in the Philippines.
Valley Haven-Senior Day Care Center-Founding Board member.
Friendship House-Alzheimer's & Dementia Care-current President
Rotarian since 1980, Past President and multiple Paul Harris Award recipient.
Thru Rotary, delivered medical supplies to El Salvador & Philippines.
Buellton Business Men's Association, Past President
Pony League baseball, Past President and coach.

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Greg Pensa
DATE:
February 14, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Affordability and access. Access through Promise programs will lead to ensuring students can attend college. Access means getting students not only to an AA, but also to a bachelor's degree. Expanding the community college baccalaureate should be a key part of building an educated workforce for the state of California.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

My time as an elected trustee and school board member showed me how we, as policy makers, are able to impact our communities. I have earned the Excellence in Trustee designation, a process that has exposed me to the policy initiatives that will expand access and affordability.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the SANTA CLARITA Community College District nominates MICHELE R. JENKINS. to be a candidate for the CCCT Board.

This nominee is a member of the SANTA CLARITA Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of ~~Clerk or Secretary~~ of Governing Board
President

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: MICHELE R. JENKINS Date: 2/15/17

Address: 25243 RUNNING HORSE RD.

City: NEWHALL Zip: 91321

Phone: 661-618-6817 (home) SAME (office)

E-Mail: MICHELE.JENKINS@CANYONS.EDU

EDUCATION

Certificates/Degrees: A.A. COLLEGE OF THE CANYONS, B.A. UCLA, MA. UNIV. OF NO. DAKOTA

PROFESSIONAL EXPERIENCE

Present Occupation: ADMINISTRATIVE/MEDICAL OFFICE

Other: PERSONNEL MANAGEMENT

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: SANTA CLARITA (COLLEGE OF THE CANYONS

Years of Service on Local Board: 32 1/2 YEARS

Offices and Committee Memberships Held on Local Board: BOARD PRESIDENT MULTIPLE YEARS, VICE-PRESIDENT + SECRETARY CLERK MULTIPLE TIMES, FINANCIAL/AUDIT SUB COMMITTEE

State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc* CCCT BOARD - CCLC LEAGUE BOARD - COMMITTEE ON EDUCATIONAL SERVICES (TRUSTEE DEVELOPMENT), WORKSHOP PRESENTER AT NATIONAL TRUSTEE ASSOCIATION; PRESENTER ON APPROPRIATE ROLE OF TRUSTEES, SKILLS NECESSARY; IMPORTANCE OF ROLE OF CEO/BOARD RELATIONSHIPS; PRESENTER AT NATIONAL TRUSTEE CONFERENCE ON CALIFORNIA'S EXCELLENCE IN TRUSTEESHIP PROGI

National Activities (*ACCT and other organizations, boards, committees, etc.*): ACCT. PRESENTER; LIASON TO COLLEGE DISTRICT FOUNDATION;

CIVIC AND COMMUNITY ACTIVITIES

AMERICAN ASSOCIATION OF UNIVERSITY WOMEN; SUPPORTER OF SOROPTOMIST; ZONTA MEMBER + OFFICER IN SANTA CLARITA SCHOOL TRUSTEES ASSOCIATION (K-13 BOARD MEMBERS) SANTA CLARITA CHAMBER; VALLEY CHAMBER

OTHER

VOLUNTEER FOR UCLA SCHOLARSHIP (ALUMNI) SELECTION COMMITTEE

MEMBER OF THE LEAGUE HIRING COMMITTEE FOR THE CEO OF THE LEAGUE

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME: MICHELE R. JENKINS DATE: 2/15/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

LEADING THE STREAMLINING + CONDENSING OF REGULATIONS, RULES WHICH IMPEDE COLLEGES' ABILITIES TO OPERATE EFFICIENTLY AND WITH CREATIVITY

INPUT INTO A STABLE FUNDING SYSTEM WHICH ALLOWS FOR AN INCREASE IN BASE FUNDS AS WELL AS FUNDING A REVENUE STREAM FOR MANDATED ACTIVITIES

What do you feel you can contribute in these areas? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

AFTER 32 1/2 YEARS ON MY LOCAL BOARD I HAVE A WIDE BREADTH OF FINANCIAL ACCUITY OUR DISTRICT IS CONSERVATIVE FINANCIAL AND EXCEEDS STANDARDS FOR FINANCIAL SOUNDNESS SANTA CLARITA WAS ONE OF THE FIRST DISTRICTS TO DEVELOPE ETHICAL STANDARDS FOR TRUSTEES WE HAVE SUCCESFULLY PASSED 3 BOND MEASURES

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the State Center Community College District nominates John Leal to be a candidate for the CCCT Board.

This nominee is a member of the State Center Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: John Leal	DATE: February 10, 2017
ADDRESS: 5284 E. Kaviland Avenue	CITY & ZIP CODE: Fresno 93725
PHONE: 559-696-6647	EMAIL: jzleal@comcast.net

EDUCATION

CERTIFICATES/DEGREES: MA in Education from Fresno Pacific University, BA in Spanish from Fresno State. Lifetime Standard Secondary Teaching Credential, Administrative Services Credential, Clear Professional

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired Educator/Administrator

OTHER: Principal Caruthers H.S., Asst. Principal Roosevelt H.S, 22 years K-12 administrative leadership positions, 13 years teaching experience

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: State Center Community College District

YEARS OF SERVICE ON LOCAL BOARD: 4

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Current President, former Vice President, former Secretary

State Activities: CCLC Latino Caucus Officer

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT State Coordinator - 2 years
ACCT Latino Caucus Board Member
ACCT Nominating Committee 2014-2016

CIVIC AND COMMUNITY ACTIVITIES

Elks Lodge Major Projects
Officer Leading Elks Knight
20 year member of Association of Mexican American Educators
Fresno Unified School District Mentor
Fresno City College Puente Mentor
Lions Club Speech Essay Contest Judge
Veteran's Day Participant Organizer
Boys to Men Volunteer

OTHER

CCCT Board
Statement of Candidacy

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
John Leal
DATE:
February 10, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I believe we should protect the status of Dreamers and establish Dream Centers to assist students to help them achieve their educational goals allowing them to become productive contributors to society. Also providing college resources for Guided Pathways with an emphasis on CTE will increase economic vitality in local communities.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I will help students by using my experience as a second language learning and first generation son of an immigrant family that sought the American Dream through education. My 39 years in education have prepared me to be student-centered and focused on student access, persistence and success.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ventura County Community College District Community College District nominates Stephen P. Blum, Esq. to be a candidate for the CCCT Board.

This nominee is a member of the Ventura Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Stephen P. Blum. Esq.	DATE: January 17, 2017
ADDRESS: 505 Briarwood Terrace	CITY & ZIP CODE: Ventura, CA 93001
PHONE: (805) 660-8959	EMAIL: blumper2@gmail.com

EDUCATION
CERTIFICATES/DEGREES: BA, History; MA, Education; JD, Law; CA Teaching Credential; State Bar License

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Attorney; College Professor, Education Law
OTHER: High School Teacher, Coach (History, Health, Physical Education, Cross-County, Track/Field)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ventura County Community College District
YEARS OF SERVICE ON LOCAL BOARD: 10
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:
Board Chair; District Committees: Planning, Accreditation, and Student Success Committee Chair/Trustee Member; Policy, Legislative, and Communication Committee Chair/Trustee Member; Planning and Board Communication Trustee Member; Capital Planning and Facilities, Trustee Member; Finance Committee Chair/Trustee Member; Academic Affairs Chair/Trustee Member; Chancellor Search Committee Trustee Member; CCCT Board; State Chancellor's Accreditation Task Force; CCLC Accreditation and Negotiations Presenter; Academic State Senate Plenary on Accreditation Presenter; Board of Governors on Accreditation Presenter.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Three-time delegate to National Education Association Representative Assembly
ACCT National Conference Attendee

CIVIC AND COMMUNITY ACTIVITIES

Ventura County School Boards Association Treasurer
Segue Board of Directors
Tri-Counties Education Coalition Member

OTHER

Ventura County School Boards Association - Gold Award: Outstanding Public Official
Ventura County Sports Hall of Fame - 2014 Inductee
Two-time Masters' National Champion: 10,000 and 5,000 Meters
Former American Record Holder: Masters' 5,000 Meters

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Stephen P. Blum, Esq.
DATE:
January 17, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Student access and success should always be our major focus. We should be vigilant in keeping our eyes on the prize and not be deterred by anything or anyone. Budget, accreditation, and meeting the state's workforce needs are concerns.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I have served on the CCCT Board for three years; the Ventura County Community College Board for ten years; the State Chancellor's Accreditation Task Force; and spent 34 years as a teacher, coach, and teachers' union president. I bring considerable knowledge and experience to this position.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Foothill-De Anza Community College District nominates Laura Casas to be a candidate for the CCCT Board.

This nominee is a member of the Foothill-De Anza Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: Laura Casas Date: 1/24/17

Address: 1957 Amalfi Way

City: Mountain View Zip: 94040

Phone: 650-906-1514 (home) _____ (office)

E-Mail: lauracasascc@gmail.com

EDUCATION

Certificates/Degrees: Juris doctorate - University of Santa Clara, Law

B.A., Political Science - California State University, Northridge

PROFESSIONAL EXPERIENCE

Present Occupation: Education advocate

Other: Legal department for international commercial liability carrier

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Foothill-De Anza Community College District

Years of Service on Local Board: 12 years (2005-present)

Offices and Committee Memberships Held on Local Board: Current Board president, past vice president, and member of Audit and Finance Committee, Trustee Scholarship Committee, Legislative Committee, and Foundation Board of Directors.

State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc* Past representative of State Community College League of California Board, past chair of State Legislative Committee of League, member of the California Community College Trustees Board.

National Activities (*ACCT and other organizations, boards, committees, etc.*):

Hispanics Organized for Political Equality (HOPE) graduate - Represented HOPE in advocating/lobbying in Washington, D.C., for the DREAM Act. Support of legalization and citizenship for undocumented students who have grown up in the United States.

CIVIC AND COMMUNITY ACTIVITIES

Board member Children Now, a national organization where children are a public policy priority.

Board member ALearn, a grass roots organization committed to helping underrepresented students get to and succeed in college.

Puente Project Statewide Advisory Council, an academic program with goal of college success, and local Puente Project college mentor.

OTHER

League of Women Voters Education Committee for Santa Clara County

Co-founder - Battered Women's Shelter

Legislative Director - PTA 6th District, Santa Clara County

Chair - Adelante Conference supporting low-income high school students in seeking higher education.

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Laura Casas
DATE:
1/24/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Bridge the achievement gap
Student equity, success, and completion
Transfer increase to four-year institutions
Success in online education
Support science, technology, engineering, and math
Support the arts
Increase delivery and efficiency of support services
Expand adult education
Increase dual enrollment

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

My contribution to the CCCT Board and the vast legislative and leadership experience will be used to improve, manage, and promote the financial health of our institution and the success of our students. Opportunity belongs to those who seek its gift.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted**.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the SAN JOAQUIN DELTA Community College District nominates STEPHAN CASTELLANOS to be a candidate for the CCCT Board.

This nominee is a member of the SAN JOAQUIN DELTA Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of ~~Clerk or Secretary of~~ Governing Board
Chair

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: STEPHAN CASTELLANOS Date: 1/17/17

Address: 8115 HIGHWAY 26

City: VALLEY SPRINGS Zip: 95252

Phone: 209 786 2630 (home) _____ (office)

E-Mail: SCASTELLANOS@DELTACOLLEGE.EDU

EDUCATION

Certificates/Degrees: BACHELOR OF ARCHITECTURE

PROFESSIONAL EXPERIENCE

Present Occupation: ARCHITECT

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: SAN JOAQUIN DELTA

Years of Service on Local Board: 8

Offices and Committee Memberships Held on Local Board: CLERK

State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc* ACCT BOARD MEMBER

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME: STEPHAN CASTELLANOS STATE: CA

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

I Believe the key to great governance is great boards. I will continue to support the excellence program. I am concerned about first time students throughout the CC system and hope to determine how to improve support.

What do you feel you can contribute in these areas? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

Working with the CC chancellor and select institutions as well as with groups such as Latino, Asian-Pacific and Black Trustees, I hope to collect data and determine what could be done to support success for first time students

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Monterey Peninsula Community College District nominates Dr. Loren Steck to be a candidate for the CCCT Board.

This nominee is a member of the Monterey Peninsula Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Walter A. Tibbs

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: Loren Steck Date: February 13, 2017

Address: 27205 Meadows Road

City: Carmel Zip: 93923

Phone: (831) 626-3620 (home) _____ (office)

E-Mail: lorensteck@gmail.com

EDUCATION

Certificates/Degrees: PhD, UCLA (1982); MA, UCLA (1976);
BA, UC Santa Cruz (1973)

PROFESSIONAL EXPERIENCE

Present Occupation: Psychologist (mostly retired); winery and vineyard owner

Other:

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Monterey Peninsula Community College District

Years of Service on Local Board: 14

Offices and Committee Memberships Held on Local Board: Board Chair, Board Vice Chair,
Chair of Presidential Search Committee, Member of Board Policy Committee,
Liaison to MPC Foundation, Liaison to Community Human Services (local JPA).

State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc* Community College System: Chancellor's Scorecard
Technical Advisory Committee; CCLC Advisory Committee on Educational Services
(continued in "Other" below)

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

Community Human Services JPA: Board Vice Chair; Chair, Strategic Planning Committee; Chair, Facilities Committee; Chair, Bylaws Committee.

Carmel Valley Association: Director, Secretary.

Carmel Valley Forum: Director, Vice Chair.

OTHER

University of California: Office of the President Chancellor's Search Committee; Office of the President Speaker's Bureau; Office of the Treasurer Investment Forum Presenter; Alumni Associations of the University of California board member; Annual Legislative Conference Organizing Committee.

UC Santa Cruz: Member of faculty and Fellow, Porter College; President, UC Santa Cruz Alumni Association; Trustee and Chair, Investment and Finance Committee, UC Santa Cruz Foundation.

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME: Loren Steck DATE: February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

(1) Careful oversight of the enactment of the remaining difficult, controversial parts of the Student Success Act; (2) active involvement in the implementation of the new Guided Pathways initiative; (3) improving trustee education regarding best practices as well as other changes coming from the Chancellor's Office and State Legislature.

What do you feel you can contribute in these areas? (**50 words or less; any portion of the statement beyond this limit will not be included.**)

Having worked on higher education issues for 30+ years, I see problems with new legislation impacting the system and am willing to work to address those concerns. Regarding trustee education, I have been trained through other systems and believe we could improve our program by taking advantage of outside expertise.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the West Valley-Mission Community College District nominates Adrienne Grey to be a candidate for the CCCT Board.

This nominee is a member of the West Valley-Mission Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Adrienne Grey	DATE: February 13, 2017
ADDRESS: 216 N 1st Street	CITY & ZIP CODE: Campbell 95008
PHONE: 408-219-4896	EMAIL: adrienne4wvmccd@comcast.net

EDUCATION

CERTIFICATES/DEGREES: B.S. Management – Golden Gate University/ Certified in Integrated Resources Management (CIRM) – APICS: The Association for Operations Management

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Supply Chain Consultant

OTHER: 30 year bio-tech and high-tech manufacturing career; management positions in finance, IS, manufacturing operations, and materials/procurement

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: West Valley-Mission Community College District

YEARS OF SERVICE ON LOCAL BOARD: 8 years (elected 2008, 2012, 2016)

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: 2017 Board of Trustees President, 2017 Land Corporation Investment Committee; 2016 BOT President; 2012 Campaign Chair Measure C - $350M Bond passed June 2012; 2012 BOT President; 2011 BOT Vice President; 2011 & 2013 Legislative Committee Chair; 2011/12 Data Dashboard Committee Member/Chair; 2010 Land Corp President; 2010/2012/ 2014/2015 Audit and Budget Oversight Committee Member; 2009 District Goal Alignment Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Partnership Resource Team (PRT) Member – Institutional Effectiveness Partnership Initiative (IEPI). Participated in two site visits; third scheduled for March 2017.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

CIVIC AND COMMUNITY ACTIVITIES

2013-present Member Rotary Club of Campbell

2016-2020 Santa Clara County Democratic Central Committee (Elected)

2015-2018 CA Democratic Party Delegate

2014 Graduate, Values-Based Leadership (Working Partnerships USA)

2013 Graduate Leadership Campbell

2011 Campbell Woman of Distinction Awardee - City of Campbell & Santa Clara County Office of Women's Policy

2005-2010: 3-Term CA State Democratic Party Delegate and 2-Term Executive Board Representative

2007-2008 Director of Voter Registration and Community Services - Santa Clara County Democratic Party E-Board

2007 Madge Overhouse Awardee, Volunteer of the Year - Santa Clara County Democratic Party

2005-2006 Voter Registration Program Coordinator - Santa Clara County Democratic Party

OTHER

2017 Completed Excellence In Trusteeship - certification pending

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Adrienne Grey
DATE:
February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

• Closely monitor changes in Federal education policy to protect our core mission of student success: college transfer, career/technical ed, and basic skills (close the opportunity gap)

• Foster additional federal, state and local funding sources so our colleges remain fiscally sound and affordable for all

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I am a pragmatic optimist, who works collaboratively with others to understand issues and develop solutions. My deep gratitude for the opportunities afforded me by community colleges makes me an effective advocate and cheerleader for our CC system to legislators, business, and community leaders.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Lassen Community College District nominates Shaun B. Giese to be a candidate for the CCCT Board.

This nominee is a member of the Lassen Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Dr. Marlon R. Hall

Signature of Clerk or Secretary of Governing Board
Marlon R. Hall, Ed.D.

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: Shaun B. Giese Date: 2-7-2017

Address: P.O. Box 654

City: Herlong, CA Zip: 96113

Phone: 530-386-3891 (home) _____ (office)

E-Mail: rocky shaun@hotmail.com

EDUCATION

Certificates/Degrees: B.S. Religion Liberty University

A.A. Liberal Arts TMCC

PROFESSIONAL EXPERIENCE

Present Occupation: Facility Manager, K-8 School

Other: Former High School VoTech Teacher

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Lassen Community College District

Years of Service on Local Board: 4

Offices and Committee Memberships Held on Local Board: Board Vice President,

Policy Committee, Finance Committee

State Activities *(CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc* 2017 CEO-Trustee Relationship Presenter at the

Effective Trustees Workshop

National Activities (*ACCT and other organizations, boards, committees, etc.*):

CIVIC AND COMMUNITY ACTIVITIES

Former member of our local Resource Conservation District Board that doubled as Susan River Water Master. In less than two years, we took a dysfunctional organization and made it legal and efficient. We settled a law suit and re-vamped our programs.

OTHER

I am a father of five children who has seen the benefits of education first hand. I worked on my degree while being full time employed and raising a family. I worked my way through Community College and then through University. Doors opened because of my education. This is why I feel strongly about being a Trustee.

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 16, 2016** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME: SHAUN BRYAN GIESE
DATE: 2/7/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The main mission of the league is to "promote and advance public education". I see two potential obstacles. Education becoming politicized and attacks on free speech, which is the antithesis to diversity and inclusion.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I have a strong belief in operating from our primary source, which is our mission and supporting policies. I have a strong resolve not to deviate from this. I find it easy to do advocate for what is right- free speech/inclusion.

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Los Angeles Community College District nominates Andra Hoffman to be a candidate for the CCCT Board.

This nominee is a member of the Los Angeles Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Andra Hoffman	DATE: February 3, 2017
ADDRESS: 4557 Haskell Avenue, #305	CITY & ZIP CODE: Encino, CA 91436
PHONE: 818/726-0859	EMAIL: ahoffman@email.laccd.edu

EDUCATION

CERTIFICATES/DEGREES: Bachelor's Degree, Liberal Studies–Antioch University; Master's Degree Public Administration –California State University, Northridge

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Director, Career/Job Placement Center–Glendale Community College; Adjunct Faculty Member, Political Science–Glendale Community College

OTHER: Former Director, Community Outreach,San Fernando Valley Girl Scout Council

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Angeles Community College District

YEARS OF SERVICE ON LOCAL BOARD: Since July 1, 2015

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Incumbent, CCCT Board Member
Chair, Legislative & Public Affairs Committee;
Vice Chair & Chair, Student Success & Institutional Effectiveness Committee;
Member, Budget & Finance Committee; and
Board Representative (Appointed), Student Affairs Committee

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Association of Community College Trustees (ACCT)
LACCD is a lead district in the American's College Promise campaign and is now focused on developing a local "Promise" program as part of the California Promise Efforts.

CIVIC AND COMMUNITY ACTIVITIES

Past Member of the Board, YWCA, Glendale, CA;
Past Member of the Board, American Youth Soccer Organization;
Member, California Internship and Work Experience Association (CIWEA);
Member, National Association of Colleges and Employers;
President, National Women's Political Caucus, San Fernando Valley
Former Member, School Site Council, Sherman Oaks Elementary School

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Andra Hoffman
DATE:
February 3, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The next two years will be critical for evaluating the student learning outcomes and success of SSSP, Student Equity, Adult Basic Skills, CTE Pathways, Strong Workforce, Adult Education and the Bachelor's degree programs. A focus on our undocumented and at-risk students under this new administration will also be key.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I have nearly 20 years of community college experience and am very knowledgeable with the history of our system, our funding model, as well as goals of SSSP and Student Equity, ensuring that our students complete their goals. I have also built a strong network of educators-advocates in California.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Los Rios Community College District nominates Pam Haynes to be a candidate for the CCCT Board.

This nominee is a member of the Los Rios Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Pam Haynes	DATE: January 12, 2017
ADDRESS: 1169 Brownwyk Drive	CITY & ZIP CODE: Sacramento, 95822
PHONE: (916) 752-5860	EMAIL: pamhaynes@sbcglobal.net

EDUCATION

CERTIFICATES/DEGREES: AA, Santa Monica City College; BA, UCLA; MPA, Harvard University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired

OTHER: Deputy Director, Speaker's Floor Analysis and Research, California State Assembly

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Rios Community College District

YEARS OF SERVICE ON LOCAL BOARD: 18

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President, Board Vice President, Foundation Board

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Member, California Community College Trustees, Community College League of California
Member, California Community Colleges Board of Governors
Member, The Accreditation Implementation Task Force (CCCCO, 2016)
Member, Workforce and Economic Development, California Workforce Pathways Joint Advisory Committee (CA Board of Education)

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Association of Community College Trustees

CIVIC AND COMMUNITY ACTIVITIES

Leadership California, American Leadership-Sacramento Valley, Senior Fellow, Sacramento Chapter

African American Civic Engagement Project, NAACP.

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Pam Haynes
DATE:
January 12, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Reducing educational disparities among historically under-represented students,
Hiring of a diverse faculty,

Better alignment between adult education, K-12, community colleges, CSU and the UC systems,

Aligning educational practices with industry and workforce needs that lead to high skill, high wage jobs, and

Ensuring that our most vulnerable students are protected.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

18 years experience serving on the Los Rios Board,

20 years experience in legislative policy and advocacy working in the State Assembly, the California Labor Federation, and the Employment Training Panel,

Serving as an advocate for students, faculty and trustees as a Governor Brown appointee to the Board of Governors.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ohlone Community College District nominates Richard Watters to be a candidate for the CCCT Board.

This nominee is a member of the Ohlone Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Gari Browning
Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Richard Watters	DATE: February 2, 2017
ADDRESS: 6184-A Civic Terrace Avenue	CITY & ZIP CODE: Newark, CA
PHONE: 510-648-4616	EMAIL: watters4ohlone@yahoo.com

EDUCATION
CERTIFICATES/DEGREES: BS Hospitality & Tourism; MA Higher Education Administration

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: University Administrator
OTHER:

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District
YEARS OF SERVICE ON LOCAL BOARD: 10
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President Vice President Audit Committee Foundation Board member

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Member and former board member, National Orientation Directors Association; Member, National Association of Student Personnel Administrators; Member, American College Personnel Association; Member, National Association of Campus Activities; Member, Association of College Unions-International; Member, Association of College and University Housing Officers – International

CIVIC AND COMMUNITY ACTIVITIES

School Site Council, Birch Grove Elementary School
Superintendent's Advisory Council, Newark Unified School District
Optimists Club
Newark Educational Foundation
Stage 1 Community Theatre

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Richard Watters
DATE:
February 2, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Major issues include sustainable funding for mandates and special initiatives and not relying on one-time funds; lobbying for Cal Grant going only to public higher education institutions; and equity funding for districts with declining enrollments.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

With over 20 years experience working in higher education and experience as a trustee, I can offer my strategic planning and project management skills to assist with the implementation of goals and action plans, and to lobby the legislature for CCCT and League initiatives.

CCCT Board Nomination Form 2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Coast Community College District nominates Jim Moreno to be a candidate for the CCCT Board.

This nominee is a member of the Coast Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Jane Burson

Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Trustee Jim Moreno	DATE: January 19, 2017
ADDRESS: 15262 Stanford Lane	CITY & ZIP CODE: Huntington Beach, CA 92647
PHONE: 714 438 4848	EMAIL: jmoreno@cccd.edu

EDUCATION

CERTIFICATES/DEGREES: Graduate Degree in Public Administration, Cal State Northridge. Bachelor of Arts, Cal State Long Beach. AssociatesDegree East L.A. College.

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Coast Community College District Trustee

OTHER: Served as Chief Deputy to a Member of the L.A. County Board of Supervisors

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Coast Community College District

YEARS OF SERVICE ON LOCAL BOARD: Elected to the Board November 2006. Re-elected November 2010 and November 2014.

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Board President 2009 and 2012; Board Clerk 2010; Board Vice President 2011. Currently a member of the Board of Trustees' Audit and Budget Committee (and prior Chair 2009-2013). Prior member of the Board of Trustees' Legislative Affairs Committee (2016) and Career Technical Education Committee (2009-2013).

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Board Member 2011 - Present, and currently CCCT 2nd Vice President. Past Member Advisory Committee on Education Services 2008-2012. Current CCLC Executive Board Member.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT National Conference Member, Workshop Presenter, National Leadership Summit Fall 2009.

CIVIC AND COMMUNITY ACTIVITIES

Former member Coastline Community College Paralegal Advisory Board, Past Chairman Citizen Participation Advisory Board for City of Huntington Beach, Past Board Member Orange County Legislative Task Force, Volunteer Live Oak Adult Literacy Program, Member of the CHP Community Advisory Board.

OTHER

Author "Establishing Budget Transparency at the Coast Community College District" within ACCT Trustee Quarterly, Winter 2009; Author, Op-Ed "State Budget Raises Student Fees at Coast Community Colleges" July 2009; Author, Op-Ed "Colleges Need Support from Residents, State" Daily Pilot Newspaper, October 13, 2009; Co-Author of 2013 "Case Study of Differential Costs of CTE Programs at California Community Colleges". Graduate of CCLC Effective Trustee Program.

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
Jim Moreno
DATE:
January 19, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

California Community College System must prepare students with skills to succeed and survive. Our leadership to increase student success and make college affordable is priority #1. I dedicate myself to reducing the costs of books, making rental books more available, and implementing an OER policy consistent with our educational goals.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

My CCCT experience has shaped me to understand our students' needs, demands, and what to expect for a good higher education. My involvement has shown me methods of providing funding for important student program budgets. We all have a responsibility to work for the future success of our students.

CCCT Board
Nomination Form
2017

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Napa Community College District nominates William "Kyle" Iverson to be a candidate for the CCCT Board.

This nominee is a member of the Napa Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017,** along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: William "Kyle" Iverson	DATE: February 13, 2017
ADDRESS: 1140 La Londe Lane	CITY & ZIP CODE: Napa 94558
PHONE: 916-997-5707	EMAIL: kiverson@napavalley.edu

EDUCATION

CERTIFICATES/DEGREES: Bachelor of Science Government and History

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Wine Industry Sales Jlohr

OTHER: Board of Directors for Mentis and Napa Spinal Cord Injury Network

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Napa Valley College

YEARS OF SERVICE ON LOCAL BOARD: 2 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Audit Committee, Legislative Committee, Vineyard Wine and Technology Foundation

Land Use Committee

Ad Hoc Committee for Policy review

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Sunrise Rotary Napa California District 5130

CIVIC AND COMMUNITY ACTIVITIES

An active Rotarian in the Sunrise Rotary Club. Currently, Board Chair for the Napa Spinal Cord Injury Network. Recently appointed to the Board of Directors for Mentis, a local non profit mental health service provider.
Captain of a local Mens Soccer Team.

OTHER

As a community college trustee, Kyle Iverson has worked diligently on developing better relationships between the District and local community. He is an advocate for both disabled and veterans and is committed to overcoming the many obstacles facing these groups. He has been tireless in his efforts of developing a stronger Vineyard and Wine Technology program.

Currently, Kyle is working on securing Affordable Student Housing for the District and exploring the possibility of a Family Justice Center. Kyle works with local, state and federal leaders to find solution benefit not just the District, but the whole community. He is a forward thinking leader with the vision of success at developing a stronger Community College system that will ensure our students success in the demanding future.

STATE CAPITOL
SACRAMENTO, CA 95814
(916) 651-4003

California State Senate

SENATOR
BILL DODD
THIRD SENATE DISTRICT

February 15th, 2017

To whom it may concern:

It's our pleasure to recommend and support Kyle Iverson for a seat on the California Community College Trustees board (CCCT). Kyle Iverson is currently serving on the Board of Trustees for Napa Valley College (NVC).

We have enjoyed our time working with Kyle, and have come to find him as a truly dedicated and valuable asset to NVC. He is honest, dependable, has impressive communication skills, and is incredibly hard-working.

His knowledge of mental health services and experience serving on the Mentis Board, a local Mental Health provider in Napa, is an advantage for Napa Valley College and would also be a great advantage for the CCCT.

Kyle has helped support and nurture the partnerships between local K-12 districts and NVC. He is a true team player and always manages to foster important positive discussions and to bring out the best in the students, staff, faculty and members of the community.

Without a doubt, we confidently recommend Kyle to join the CCCT board. As a dedicated and knowledgeable trustee and an all-around great community leader; we know he will be a beneficial addition to your organization.

Please feel free to contact either of our offices if you like to discuss Kyle's qualifications or experience further at (916) 651 - 4003 for Senator Bill Dodd or (916) 319-2004 for Assemblymember Aguiar-Curry.

Sincerely,

Senator Bill Dodd
California State Senate, 3rd District

Assemblymember Cecilia Aguiar-Curry
California State Assembly, 4th District

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
William "Kyle" Iverson
DATE:
February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Increased tuition at CSU and UC results in more students in Community Colleges. This demand requires the League to continually development, evaluate, and adapt its' strategic plan to ensure success of the Community Colleges future.
More Career Tech and Vocational programs.
Young leaders are needed at the CCCT and League.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a student from the Community College system and now sitting on boards related to Mental Health, Disabled persons and Veterans, I've developed a strong passion and unique perspective. Collaboration is essential to the growth of Community Colleges and I am committed to ensuring their strong future.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 5, 2017**
Agenda Item No. 51

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Process to Fill Board Trustee Area 3 Vacancy

ACTION
It is recommended that the Board of Trustees consider the process to fill the board vacancy caused by the resignation of John Paul Drayer (Trustee Area 3) effective April 11, 2017.

FISCAL IMPACT
An unknown cost would be incurred if the Board of Trustees wishes to conduct a special election to fill the vacancy.

REPORT SUMMARY
In an email dated March 7, 2017, John Paul Drayer (Trustee Area 3) submitted his resignation from the Board of Trustees effective April 11, 2017. In accordance with Education Code, Sections 5090 et seq., the Los Angeles County Superintendent of Schools acknowledged receipt of the resignation on March 27, 2017.

As stated in Board Policy 2110, within 60 days of the vacancy, the board shall either order an election or make a provisional appointment to fill the vacancy. If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy. The next regularly scheduled election is November 7, 2017.

A provisional appointment shall be subject to the conditions in Education Code, Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Board members, when the election shall be held to fill the vacancy (in this case, November 6, 2018).

If the board approves to fill the vacancy by provisional appointment, a notice announcing the vacancy and inviting applicants to submit a letter of interest with statements of qualifications will be published following the effective date of resignation. A sample process to fill a board vacancy by appointment is attached.

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

ATTACHMENT(S)
Sample Timeline and Process to Fill Board Vacancy by Appointment
Board Policy 2110
Administrative Procedure 2110
Education Code Excerpt – 5090 et seq.

Cerritos College
Sample Timeline and Process to Fill Board Vacancy by Appointment

The following sample process is based on the process utilized to fill the board vacancy that occurred in April 2011.

Consideration of Process to Fill Board Vacancy — **Wednesday, April 5**

Date of Resignation (60-day deadline to appoint from this date) — **Tuesday, April 11**

Advertise/Open window to accept letters of interest: — **Wednesday, April 12**
- Window open 30 days

Close window to accept letters of interest: — **Friday, May 12**
- Letters will be distributed to board members for review and ranking
- Board members will rank applicants based on approved criteria

Deadline for Board members to review and rank candidates — **Thursday, May 18**

Board officers review candidate rankings and determine interview questions — **Monday, May 22**
- Board officers will provide overall candidate rankings to the board
- Staff will notify at least three candidates of open interviews on May 23

Board to consider approval of nominee: — **Wednesday, June 7**
- Board will interview candidates in open session
- Board will nominate candidate(s)
- Discussion will follow and the vote will be taken
- All powers and duties of a Board member are effective upon appointment

60-day deadline to appoint: — **Sunday, June 10**

Oath of Office for new Board member — **Wednesday, June 21**

AP 2110 VACANCIES ON THE BOARD

References:
Education Code, Sections 5090 et seq.;
Government Code, Sections 1770 and 6061

When the Board of Trustees determines to fill the vacancy by appointment, the President/Superintendent shall assure that there is ample publicity and information for prospective candidates. Publicity shall include posting in three public places in the District and publication in a newspaper of general circulation.

The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law for members of the Board of Trustees.

Whenever a provisional appointment is made, the Board of Trustees shall, within 10 days of the provisional appointment, post notices of both the actual vacancy or the filing of a deferred resignation and the provisional appointment in three public places in the District. It shall also publish a notice in a newspaper of general circulation.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. It shall also contain the full name of the provisional appointee to the Board of Trustees, the date of appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

A provisional appointment confers all powers and duties of a Board member upon the appointee immediately following his or her appointment.

A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for Board members. An election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

Office of Primary Responsibility: President/Superintendent

BP 2110 VACANCIES ON THE BOARD

References:
Education Code, Sections 5090 et seq.;
Government Code, Section 1770

Vacancies on the Board of Trustees may be caused by any of the events specified in Government Code, Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board of Trustees shall be governed by Education Code, Section 5090.

Within 60 days of the vacancy or filing of a deferred resignation, the Board of Trustees shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code, Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board members at a public meeting.

The President/Superintendent shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Board of Trustees will determine the schedule and appointment process, which may include interviews at a public meeting.

Office of Primary Responsibility: President/Superintendent

Date Adopted: December 12, 2007
(Replaces former Cerritos College Policy 1004.3)

EDUCATION CODE ARTICLE 3. Vacancies [5090 - 5095]

5090. Vacancies on school district governing boards or community college district boards are caused by any of the events specified in Section 1770 of the Government Code, or by a failure to elect. A vacancy resulting from resignation occurs when the written resignation is filed with the county superintendent of schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become effective on that date. A written resignation, whether specifying a deferred effective date or otherwise, shall, upon being filed with the county superintendent of schools be irrevocable.

5091. (a) (1) If a vacancy occurs, or if a resignation has been filed with the county superintendent of schools containing a deferred effective date, the school district or community college district governing board shall, within 60 days of the vacancy or the filing of the deferred resignation, either order an election or make a provisional appointment to fill the vacancy. A governing board member may not defer the effective date of his or her resignation for more than 60 days after he or she files the resignation with the county superintendent of schools.

(2) In the event that a governing board fails to make a provisional appointment or order an election within the prescribed 60-day period as required by this section, the county superintendent of schools shall order an election to fill the vacancy.

(b) When an election is ordered, it shall be held on the next established election date provided pursuant to Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code not less than 130 days after the order of the election.

(c) (1) If a provisional appointment is made within the 60-day period, the registered voters of the district may, within 30 days from the date of the appointment, petition for the conduct of a special election to fill the vacancy. A petition shall be deemed to bear a sufficient number of signatures if signed by at least the number of registered voters of the district equal to 11/2 percent of the number of registered voters of the district at the time of the last regular election for governing board members, or 25 registered voters, whichever is greater. However, in districts with less than 2,000 registered voters, a petition shall be deemed to bear a sufficient number of signatures if signed by at least 5 percent of the number of registered voters of the district at the time of the last regular election for governing board members.

(2) The petition shall be submitted to the county superintendent of schools having jurisdiction who shall have 30 days to verify the signatures. If the petition is determined to be legally sufficient by the county superintendent of schools, the provisional appointment is terminated, and the county superintendent of schools shall order a special election to be conducted no later than the 130th day after the determination. However, if an established election date, as defined in Section 1000 of the Elections Code, occurs between the 130th day and the 150th day following the order of the election, the county superintendent of schools may order the special election to be conducted on the established election date.

(3) For purposes of this section, “registered voters” means the following:

(A) If the district uses the at-large method of election, as defined in subdivision (a) of Section 14026 of the Elections Code, registered voters of the entire school district or community college district.

(B) If the district uses district-based elections, as defined in subdivision (b) of Section 14026 of the Elections Code, registered voters of the election district.

(d) A provisional appointment made pursuant to subdivision (a) confers all powers and duties of a governing board member upon the appointee immediately following his or her appointment.

(e) A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for district governing board members that is scheduled 130 or more days after the effective date of the vacancy, whereupon an election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

(f) (1) If a petition calling for a special election is circulated, the petition shall meet all of the following requirements:

(A) The petition shall contain the estimate of the elections official of the cost of conducting the special election.

(B) The name and residence address of at least one, but not more than five, of the proponents of the petition shall appear on the petition, each of which proponents shall be a registered voter of the school district or community college district, as applicable.

(C) None of the text or other language of the petition shall appear in less than six-point type.

(D) The petition shall be prepared and circulated in conformity with Sections 100 and 104 of the Elections Code.

(2) If any of the requirements of this subdivision are not met as to any petition calling for a special election, the county superintendent of schools shall not verify the signatures, nor shall any further action be taken with respect to the petition.

(3) No person shall permit the list of names on petitions prescribed by this section to be used for any purpose other than qualification of the petition for the purpose of holding an election pursuant to this section.

(4) The petition filed with the county superintendent of schools shall be subject to the restrictions in Section 6253.5 of the Government Code.

(g) Elections held pursuant to subdivisions (b) and (c) shall be conducted in as nearly the same manner as practicable as other governing board member elections.

5092. Whenever a provisional appointment is made to the governing board of a school district pursuant to Section 5091, the board shall, within 10 days of the provisional appointment of a person to fill a vacancy which occurs or will occur, post notices of both the actual vacancy or the filing of a deferred resignation and also the provisional appointment in three public places in the district and shall publish a notice pursuant to Section 6061 of the Government Code. If there is no newspaper of general circulation published in the district, notice need not be published.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. The notice shall also contain the full name of the provisional appointee to the board and the date of his appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

5093. (a) There shall be no special election or appointment to fill a vacancy on a governing board if the vacancy occurs within four months of the end of the term of that position.

(b) Section 5091 shall not apply to a vacancy on a governing board if the vacancy occurs, or a resignation specifying a deferred effective date is filed with the county superintendent of schools, during the period between six months and 130 days prior to a regularly scheduled governing board election and the position is not scheduled to be filled at such election. In such a case, the position shall be filled at a special election for that position to be consolidated with the regular election. A person elected to fill a position under this subdivision shall take office at the next regularly scheduled meeting of the governing board following the certification of the election and shall serve only until the end of the term of the position which he or she was elected to fill.

(c) If a special election pursuant to Section 5091 could be consolidated with the next regular election for governing board members, and the vacant position is scheduled to be filled at such regular election, there shall be no special election.

5094. If for any reason vacancies should occur in a majority of the offices on any school district or community college district governing board, the president of the county board of education having jurisdiction may appoint members of the county board of education to the district governing board until new members of the governing board are elected or appointed.

5095. Whenever any of the offices on any school district governing board or community college district governing board is vacant, the remaining governing board member or members, if any, and any governing board member or members elected or appointed to fill the vacancies, who have qualified, shall have all the powers and perform all the duties of the governing board.