



CERRITOS COLLEGE

B O A R D B O O K

MAY 16, 2018



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

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

Wednesday, May 16, 2018 at 7:00 p.m.

CALL TO ORDER:

Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

James Cody Birkey, Member
Trustee Area 3

Dr. Shin Liu, Board Vice President
Trustee Area 5

Marisa Perez, Member
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

Dr. Sandra Salazar, Member
Trustee Area 6

Carmen Avalos, Member
Trustee Area 2

Raul Avalos
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

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

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

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

Copies of the agenda materials are available in the President's Office and are available online at
www.cerritos.edu/board

1. **Invocation**
2. **Pledge of Allegiance: Carmen Avalos**
3. **Roll Call**

<i>AGENDA ORGANIZATION</i>

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.
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<i>COMMENTS FROM THE AUDIENCE</i>
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(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.

<i>REPORTS AND COMMENTS FROM CONSTITUENT GROUPS</i>
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At this time, a brief report and summary of initiatives will be given by identified constituent group leaders:
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| <ul style="list-style-type: none"> • 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 |
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OPEN SESSION AGENDA

4. **Institutional Presentation: Certificate of Appreciation to Raul Avalos, Student Trustee**

The Board of Trustees will recognize and present a certificate of appreciation to Raul Avalos for his service as Student Trustee.

CONSENT CALENDAR ITEMS

Agenda Items 5-29 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

5. Minutes

It is recommended that the Board of Trustees approve the minutes of the meetings from April 4, 2018.

6. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #17-200-002 for Spring 2018 and Summer 2018

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7,200 to nursing faculty members for work which will be performed January 8, 2018 through June 30, 2018 as stipulated in and funded by the RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant. The RFA #17-200-002 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 after work is completed.

7. Stipends for Center for Teaching Excellence Summer Institute Taking Place Summer Semester 2018

It is recommended that the Board of Trustees approve stipends for Center for Teaching Excellence Summer Institute taking place summer semester 2018. Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed \$10,500.

8. Stipends for Part-time Faculty Forensics Assistant Coaches

It is recommended that the Board of Trustees approve payment of stipends totaling \$3,000 as compensation for serving as assistant coaches of the Forensics Team. Funds totaling \$3,000 from the Liberal Arts Division Forensics' budget will be utilized.

9. Ratification of Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Deductive Credit, Omissions], (Contract No. 15P016), Enviser, Chilled Water Expansion Project

It is recommended that the Board of Trustees ratify Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Deductive Credit, Omissions] in the amount of \$83,212 for the Chilled Water Expansion Project, increasing the contract amount to \$5,010,854. Funding will be allocated from the GO Bond.

10. Ratification of Acceptance of Gifts

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.

11. Purchase Materials Through Other Public Agency Contracts

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interests, for fiscal year 2018-2019. There is no financial impact.

12. Resolution No. 18-0502A To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product

It is recommended that the Board of Trustees approve Resolution No. 18-0502A, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2018-2019 as needed, to buy Apple manufactured products for instructional and administrative use. Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

13. Purchase Orders for the Month of March 2018

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

14. Contracts for the Month of March 2018

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

15. Agreement with Straight Talk Counseling for General Counseling Services

It is recommended that the Board of Trustees approve the agreement with Straight Talk Counseling 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 \$44,000; funding will be allocated from the Student Health Services budget.

16. Sub-Contractor Agreement with Artesia High School for the Clean Fuels Transportation Pilot Career Opportunity Project

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

17. Amendment of Contract with Christina Rigas Mulcahy for Career Pathways Specialist Services for the Strong Workforce Regional Project

It is recommended that the Board of Trustees approve the amendment to the contract with Christina Rigas Mulcahy for Career Pathways Specialist services for the Strong Workforce Regional Project. There will be no change to the funding amount received by Cerritos College of \$120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

18. Amend the Master Independent Consulting Agreement with The Converse Professional Group dba Converse Consultants for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool

It is recommended that the Board of Trustees approve the amendment to the Master Independent Consulting Agreement ("Master Agreement") with The Converse Professional Group dba Converse Consultants for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

19. Amend the Master Independent Consulting Agreement with Koury Engineering & Testing, Inc. for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool

It is recommended that the Board of Trustees approve the amendment to the Master Independent Consulting Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

20. Amend the Master Inspector of Record Services Agreement with TYR, Inc. for the District's Inspector of Record Services Pool

It is recommended that the Board of Trustees approve the amendment to the Master Inspector of Record (IOR) Services Agreement (“Master IOR Agreement”) with TYR, Inc. for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement (“Master IOR Agreement”). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

21. Amend the Master Inspector of Record Services Agreement with The Vinewood Company, LLC for the District's Inspector of Record Services Pool

It is recommended that the Board of Trustees approve the amendment to the Master Inspector of Record (IOR) Services Agreement (“Master IOR Agreement”) with The Vinewood Company, LLC for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement (“Master IOR Agreement”). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

22. Make Budget Transfers and Budget Adjustments

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

23. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2018

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2018. The items are budgeted in the General Fund.

24. Consideration of Approval of Employment of Full-Time, First-Year Contract (Probationary)

De Long, Renee, Instructor (Psychology), Column F, Step 4, Faculty Salary Schedule (\$80,595.00/annual), 10-School Month Contract, effective August 13, 2018

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

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

26. Work Calendar for the 2018-2019 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees

It is recommended that the Board of Trustees approve the attached 2018-2019 Work Calendar for classified bargaining unit, management, and confidential employees. No additional financial impact. This is budgeted in the General Fund.

27. Request to Revise Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

It is recommended that the Board of Trustees approve the attached request to revise Ms. Lorraine Gersitz reduced workload prior to retirement from 80% to 65%, effective July 1, 2018 and for the remainder of the original period approved by the Board on March 1, 2017, which will end at the conclusion of the Academic Year 2021-2022. No additional financial effect. This is budgeted in the General Fund.

28. District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

It is recommended that the Board of Trustees approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018. No additional financial effect.

29. 2018 Commencement Speaker

It is recommended that the Board of Trustees approve Mr. Oz Sanchez, six-time Paralympic medalist, as the 2018 Cerritos College Commencement Speaker. An honorarium of \$1,500.00 will be provided by the ASCC Cross Cultural Celebrations fund.

ADMINISTRATIVE MATTERS

Agenda Items 30-31 are presented as Administrative Items.

30. Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2017

It is recommended that the Board of Trustees receive and accept the 2016-17 fiscal year audit report for the Cerritos College Foundation as prepared by the audit firm CliftonLarsonAllen LLP. There is no fiscal impact.

31. Consideration of International Travel--Taiwan

It is recommended that the Board of Trustees consider international travel to Taiwan for Cerritos College Trustees Shin Liu and Martha Camacho-Rodriguez to meet with New Taipei Student Study Abroad program officials and participate in student orientations as appropriate. The dates of travel are July 6, 2018 through July 17, 2018.

A memoranda of understanding (MOU) was established for multi-year programs identical or similar in nature to the student course of study, internship, and cultural awareness development program. The MOU enables other Cerritos College students to take advantage of this opportunity through the next five years.

Funding in an amount not to exceed \$3,200 will be paid from the Board of Trustees general fund conference accounts to fund travel costs for Trustees Shin Lu (\$1,300) and Martha Camacho-Rodriguez (\$1,300).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

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

Claimant: Maria M. Diaz

Agency Claimed Against: Cerritos Community College District

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

Claimant: Fata Construction

Agency Claimed Against: Cerritos Community College District

34. Conference with Labor Negotiators (GC #54957.6)

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

35. Reconvene to Open Session

36. Adjournment

***The Next Regular Meeting of the Board of Trustees is set for
Wednesday, June 6, 2018 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 11, 2018 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 5

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Minutes

ACTION

It is recommended that the Board of Trustees approve the minutes of the meeting of April 4, 2018.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

It is recommended that the Board of Trustees approve the following minutes:

- April 4, 2018

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: **May 16, 2018**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean, Health Occupations

Ann Voorhies
Director, Nursing Program

SUBJECT:	Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant RFA #17-200-002 for Spring 2018 and Summer 2018
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ACTION

It is recommended that the Board of Trustees approve payment of stipends in the total amount of \$7,200 to nursing faculty members for work which will be performed January 8, 2018 through June 30, 2018 as stipulated in and funded by the RFA #17-200-002 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT

The RFA #17-200-002 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 after work is completed.

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

- Kelli Brooks \$3,000

Simulation Specialist scenarios at \$60/hour performed by:

- Jim Robbins \$1,200 (20 hours)

Faculty TEAS Remediation and Medication Calculation Workshops at \$75/hour performed by:

- Melodie Cooke \$1,500 (20 hours)

NCLEX Review Workshop and testing analysis at \$75/hr performed by:

- Kelli Brooks \$1,500 (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 grant mandates that the program provides an Assessment/Remediation Case Manager to administer all pre-admission selected applicants the proctored Testing of Essential Academic Skills (TEAS) assessment test. As mandated by the Chancellor's Office, applicants must obtain a 62% or higher on the

TEAS test in order to enter the program. The grant also mandates that the Case Manager provides applicants who do not meet the 62% score individualized analysis of their score, counseling on needed areas of improvement and be provided a remediation plan. Upon completion of the remediation plan the students are re-tested and if they pass the 62% benchmark they are enrolled into the program. Additionally the Case Manager submits a very extensive report to the Chancellor's office annually, which includes student data, testing results, numbers, attempts and demographics for state-wide evaluation.

- As mandated by the grant the program must also provide remediation resources for those students who did not pass the TEAS to assist them in preparing for re-test. The program conducts an on campus TEAS Remediation workshop each semester for students preparing to retest.
- Nursing faculty will conduct a Medication Calculation workshop to prepare students to pass the medication evaluation exams each semester to ensure that students are competent and safe in administering medications.
- Faculty will conduct simulation scenarios to support clinical and didactic practice to promote critical thinking, enhance clinical judgment, clinical skills and promote student success. The Simulation Specialist meets with students weekly in the simulation lab and provides them with a safe learning environment while interacting with peers and manikins in simulated patient care situations.
- As mandated by the grant the program must provide comprehensive support for all fourth semester students to prepare graduates to take the National Counsel Licensure Examination (NCLEX) to obtain their Registered Nurse license to practice upon graduation. The faculty member provides a workshop for our pre-graduates to instruct students in test-taking skills and to guide students in how to utilize their program Integrated Kaplan NCLEX resources. The Kaplan resource provides a series of prep tests and a final readiness test. Students are provided an individual analysis of their preparation tests and the final readiness to test which then indicates that they are prepared to take the NCLEX test. The faculty member also provides guidance in areas of needed improvement, support and encouragement.

These resources are intended to maximize student success and strengthen program retention and completion. As described above, 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 math workshops and simulation scenarios are open to students in the program and those on remediation plans to return. The NCLEX review resources will be provided for all 4th semester graduates and any graduates who do not pass and need further support.

To maximize success for pre-nursing students the program Assessment/Remediation Case Manager offers the TEAS testing and support for those students who did not achieve the cut score on the TEAS exam. The Case Manager provides ongoing assessment and guidance for students who require remediation. Students who do not pass the TEAS examination will be provided a remediation workshop to further prepare them for re-testing.

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: **May 16, 2018**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. David Betancourt
Center for Teaching Excellence
Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT:	Consideration of Approval of Stipends for Center for Teaching Excellence Summer Institute Taking Place Summer Semester 2018
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ACTION

It is recommended that the Board of Trustees approve stipends for Center for Teaching Excellence Summer Institute taking place summer semester 2018.

FISCAL IMPACT

Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed \$10,500. The following presenters, participants, and facilitators are anticipated to receive stipends:

Clara Ross	\$500	Participant
Janet Friend	\$500	Participant
Mallory Reeves	\$500	Participant
Mark Olague	\$500	Participant
Victor Zamora	\$500	Participant
Jianli Hu	\$500	Participant
Marisol Sanchez	\$500	Participant
Dennis Falcon	\$500	Participant
Martha Robles	\$500	Participant
Gerardo Ramos	\$500	Participant
Aaron Jasso	\$500	Participant
Carlos Arce	\$500	Participant
Darlene Holliness	\$500	Participant
Michelle Fagundes	\$500	Participant
Teresa Cheatham	\$500	Participant
Lydia Alvarez	\$1,500	Facilitator
Natalie Sartin	\$1,500	Facilitator

REPORT SUMMARY

The Center for Teaching Excellence has been charged with supporting the Educational Master Plan Goals. The goals that the Center for Teaching Excellence Summer Institute addresses include:

Goal A: STRENGTHENING THE CULTURE OF COMPLETION

Highlight clear educational and career pathways for ALL students and provide the programs, guidance and support they need to achieve their educational goals in a timely manner.

Deliverables

1. Participants will modify syllabi towards providing guidance and support through the CRTL model.
2. Modified syllabi and coursework will be posted on the Canvas CML for students to access.

Goal C: PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

Develop an organizational culture for all employees that support professional growth, intra- and inter departmental collaboration, institutional memory, and leadership continuity.

Deliverables

1. Facilitators will develop content, schedules, and deliver content, applying leadership and presentation strategies.
2. Participants of the CRTL strand will, in turn, develop presentation materials and facilitate additional trainings for campus employees (academic year 2018-2019).
3. Participants, with assistance from the CTX, will engage in communication and recruitment towards intra- and inter-departmental collaboration on the CRTL initiative and the Teacher Visit best practices).
4. Participants of the Teaching Visits strand will complete practice observation forms.
5. Participants of the Teaching Visit strand will schedule visits to multiple classrooms and complete the appropriate forms (during the 2018-2019 academic year).

Goal D: IMPROVING INTERNAL AND EXTERNAL COMMUNICATION

Raise awareness about who we are and convey that message effectively, both internally and externally. Improve information transfer between all our on-campus constituent groups as well as with our external community.

Deliverables

1. Participants, with assistance from the CTX, will engage in communication and content delivery regarding the CRTL initiative and the Teacher Visit best practices) both informally and formally (workshops) with colleagues and constituent groups on campus.
2. Modified syllabi, coursework, and documents will be posted on the CRTL and Teaching Visits Canvas sites as models for all faculty (and other groups as appropriate) to access.

During the summer semester 2018, faculty will participate in the Center for Teaching Excellence Summer Institute (CTX SI) that will be offered in the Center for Teaching Excellence. The CTX SI will provide faculty the opportunity to gain knowledge and skills on the application of educational technology towards increased student engagement and success. Focus will be placed on the development of a team that can share (through the development of ongoing workshops) the tenants of culturally responsive teaching and learning as well as best practices for teacher visits. The robust number of faculty involved is due, in large part, to two developments: 1) an increased interest and support for the value of professional learning opportunities and its positive impact on student learning, engagement, and success, and 2) A restructuring of the existing CTX budget towards a more efficient use of funding. Funds that were previously used to acquire experts from outside the community college district (usually averaging \$10,000 per visit) have been redistributed to our "in house" experts, leveraging resources and allowing an increase in workshops, facilitators, presenters, and participants.

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: **May 16, 2018**

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

David Fabish
Instructional Dean of Liberal Arts

SUBJECT: Consideration of Approval of Stipends for Part-time Faculty Forensics Assistant Coaches
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ACTION

It is recommended that the Board of Trustees approve payment of stipends totaling \$3,000 as compensation for serving as assistant coaches of the Forensics Team.

FISCAL IMPACT

Funds totaling \$3,000 from the Liberal Arts Division Forensics' budget will be utilized.

Heather Kelley	\$1,000
Adam Navarro	\$1,000
Ashley Graham	\$1,000

REPORT SUMMARY

The stipend is partial compensation for three part-time Speech instructors who agreed to serve as coaches for the Speech department's forensics team. Coaching was in addition to contractually assigned duties. The contributions of the coaches were essential for Forensics students to travel to and compete in multiple Forensics tournament, including the Cerritos College Tabor-Venitsky Tournament.

Each coach provided a total of 30 coaching hours over 12 weeks of the spring 2018 semester. During these hours, coaches developed scripted performances for student competitors, taught students advanced argumentation tactics, provided individual tutoring with regard to speech writing, led student discussions in current events, trained students in multiple delivery styles, and evaluated performances in competitive speaking events such as debate, persuasion, oral interpretation, and limited preparation speaking. The coaching hours spent with students prepare students for a variety of competitive speaking tournaments and environments. In addition to coaching duties, part time instructors performed additional responsibilities at tournaments. These duties included driving school rental vehicles to tournaments, acting as the point of contact during a speech tournament, and handling student medical release paperwork at tournaments.

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: **May 18, 2018**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Deductive Credit, Omissions], (Contract No. 15P016), Envisé, Chilled Water Expansion Project
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ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Deductive Credit, Omissions] in the amount of \$83,212 for the Chilled Water Expansion Project.

FISCAL IMPACT

The amount from Change Order No. 2 will be \$83,212, increasing the contract amount to \$5,010,854. Funding will be allocated from the GO Bond.

REPORT SUMMARY

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

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

The total amount for the attached item in Change Order No. 2 is \$83,212. The original contract amount approved by the Board was \$4,882,837. Change Order No. 2 is in compliance with applicable statutes. Change Order No. 2 is due to the unforeseen conditions of replacing the rotted truss framing at the Community Education Building to properly support the new air handler and providing additional concrete at the west and east elevations of the Gymnasium to match the thickness of the existing conditions. The owner

added scope consists of replacing three (3) existing panels to allow the installation of the future gas line. A deductive credit was issued due to the determination that the demo and replacement of concrete panels in four fenced enclosures on the Gymnasium exterior was no longer required. The design omissions consisted of the existing floor drains being covered by the new air handler units. The floor drains were relocated to provide proper drainage and access for future maintenance. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	May 2, 2018	\$83,212	2.6%
	1	March 7, 2018	\$44,805	0.9%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

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

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

Contract No. 15P016 - Enviser

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 02

Contract # 15P016

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

Date: March 2, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

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

Change Amount: \$ 28,960.00

Time Extension: 0 Work days

Item 2.02

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

Change Amount: \$ 37,500.00

Time Extension: 0 Work days

Item 2.03

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

Change Amount: \$ 6,524.00

Time Extension: 0 Work days

Item 2.04

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

Change Amount: \$ (7,822.00)

Time Extension: 0 Work days

Item 2.05

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

Change Amount: \$ 18,050.00

Time Extension: 0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

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

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

Requested By:

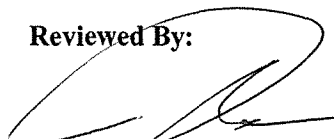

(SIGNATURE & DATE) 3/12/18

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

Approved By:

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

Reviewed By:


(SIGNATURE & DATE) 3/22/2018

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

Reviewed By:

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

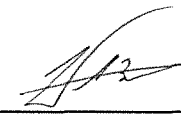
Reviewed By:

See attached sheet
for signature

(SIGNATURE & DATE)

S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:


(SIGNATURE & DATE) 3/6/18
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:


(SIGNATURE & DATE) 03/09/18
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Central Plant Chilled Water Expansion
Contractor: Enviser - Contract 15P016

Change Order Number: 02
Page 3 of 3

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

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

Requested By:

Approved By:

(SIGNATURE & DATE)

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

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

Reviewed By:

(SIGNATURE & DATE)

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

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



3-6-18

(SIGNATURE & DATE)

S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 01

Contract # 15P016

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

Date: January 22, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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

Change Amount: \$ 28,178.00

Time Extension: 0 Work days

Item 1.02

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

Change Amount: \$ 10,500.00

Time Extension: 0 Work days

Item 1.03

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

Change Amount: \$ 6,127.00

Time Extension: 0 Work days

Project: Central Plant Chilled Water Expansion
Contractor: Enviser - Contract 15P016

Change Order Number: 01
Page 2 of 3

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

Project: Central Plant Chilled Water Expansion
Contractor: Envisi - Contract 15P016

Change Order Number: 01
Page 3 of 3

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

Requested By:



1/24/18

(SIGNATURE & DATE)

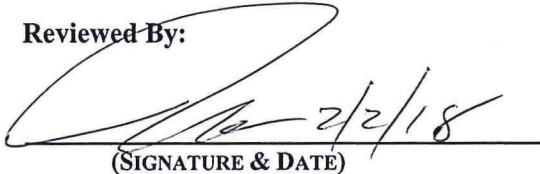
ENVISI
AMGAD BEBAWY
PROJECT MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)

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

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

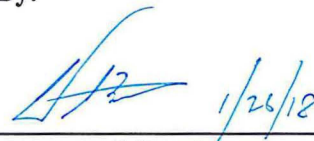
Reviewed By:

see attached sheet
for signature

(SIGNATURE & DATE)

S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

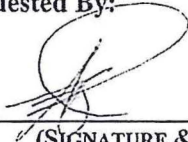
Project: Central Plant Chilled Water Expansion
Contractor: Envisi - Contract 15P016

Change Order Number: 01
Page 3 of 3

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

Requested By:



1/24/18

(SIGNATURE & DATE)

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

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

(SIGNATURE & DATE)

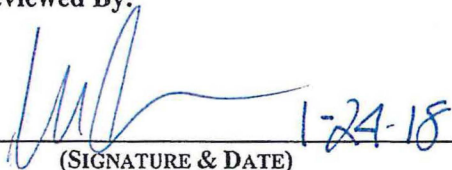
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



ENERGY SERVICES CONTRACT

Chilled Water Expansion Project

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

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

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

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

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

- 4. Funding/Grants/Rebates/Incentives.** As requested by the District, Provider will assist with preparing utility incentive applications, and work with CCC/IOU personnel and their third party engineers in identifying, implementing and verifying energy saving projects.
- 5. Contract Documents.** The documents comprising this Agreement For Design, Installation And Commissioning include this form of Agreement and all Attachments, incorporated and made integral parts of this Agreement as though fully set forth herein, as follows:

5.1. Attachment A: "Scope and Requirements"

5.2. Attachment B: "Required Documents"

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

5.2.1.1. Noncollusion Affidavit

5.2.1.2. Workers' Compensation Certification

5.2.1.3. Drug-Free Workplace Certification

5.2.1.4. Not Used

5.2.1.5. Insurance Certificates and Endorsements

5.2.1.6. Performance Bond

5.2.1.7. Payment Bond

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

5.3. Attachment C: "Performance Guarantee"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. STORM WATER POLLUTION PREVENTION

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

23.2. References and Materials

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

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

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

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

23.3. Preparation and Approval

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

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

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

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

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

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

or

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

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

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

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

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

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

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

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

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

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

23.4.7. Implement the SWPPP.

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

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

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

23.4.11. Report monitoring data.

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

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

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

23.4.15. At the end of Construction Contract:

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

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

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

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

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

23.6. Liabilities and Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Hours Of Work.

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

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

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

31. Apprentices.

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

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

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

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

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

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

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

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

41. Termination.

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

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

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

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

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

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

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

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

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

42.1. Indemnification by Provider.

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

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

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

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

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

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

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

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

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

District:

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

Provider:

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

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

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

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

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

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

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

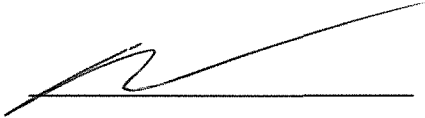
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

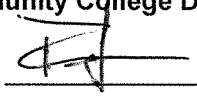
Dated: 3/7, 2017

Dated: April 3, 2017

Enwise

Cerritos Community College District

By: 

By: 

Print Name: Payman Farrokhyar

Print Name: Felipe R. Lopez

Print Title: Vice President

Print Title: Vice President, Business Services

Information regarding Provider:

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

47-3439812

Employer Identification and/or Social Security
Number

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

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

Exhibit A

System(s) Description

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

Exhibit B – Required Forms

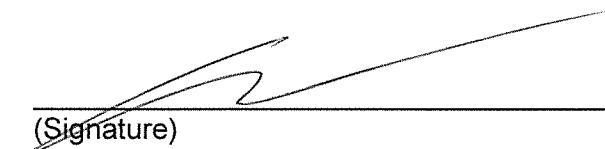
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

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

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


(Signature)

Payman Farrokhyar
(Print)

3/7/17
(Date)

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

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: Payman Farrokhyar

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

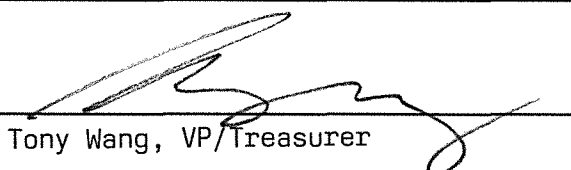
This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

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

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

PRINCIPAL/CONTRACTOR:

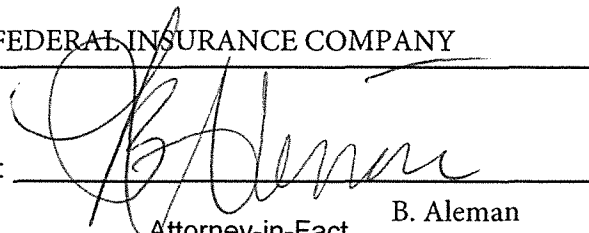
ENVISE

By: 

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: 

Attorney-in-Fact

B. Aleman

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

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

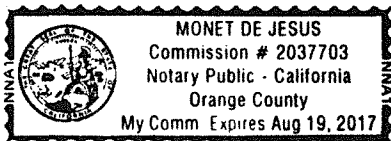
State of California)

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

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

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

WITNESS my hand and official seal.

Signature *[Signature]*
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached DocumentTitle or Type of Document: Payment BondDocument Date: March 22, 2017Number of Pages: 2Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Tony Wang☒ Corporate Officer — Title(s): VP / Treasurer☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: EnviserSigner's Name: N/A☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

FEDERAL INSURANCE COMPANY

555 S Flower St, Los Angeles, CA 90017

Telephone: (213) 612-0880

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

Aon Risk Insurance Services West, Inc

707 Wilshire Blvd, STE 2600 Los
Angeles CA, 90017

Telephone: 213-630-3200

***SEE ATTACHED CALIFORNIA ALL-PURPOSE
NOTARY ACKNOWLEDGMENT***

STATE OF CALIFORNIA)
)
COUNTY OF)

ss.

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

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

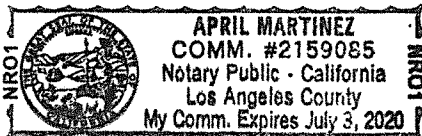
State of California

County of Los Angeles

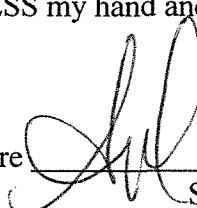
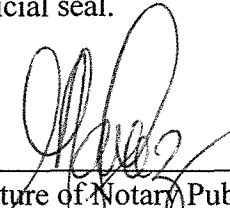
On MAR 22 2017 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

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

WITNESS my hand and official seal.



Signature

 
Signature of Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

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

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

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

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


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

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

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

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

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

MAR 22 2017




Dawn M. Chloros, Assistant Secretary

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

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

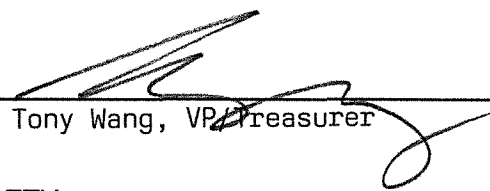
Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

PRINCIPAL/CONTRACTOR:

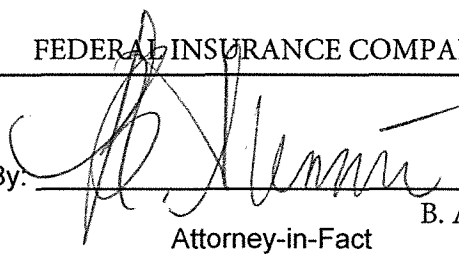
ENVISE

By: 

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: 

B. Aleman

Attorney-in-Fact

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

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

Rate:

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On March 23, 2017 before me, Monet De Jesus, Notary Public,

Date

Here Insert Name and Title of the Officer

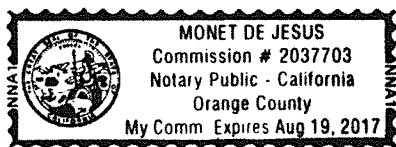
personally appeared Tony Wang

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: March 22, 2017 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tony Wang

☒ Corporate Officer — Title(s): VP / Treasurer

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Enviser

Signer's Name: N/A

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

FEDERAL INSURANCE COMPANY

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

Telephone: (213) 612-0880

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

Aon Risk Insurance Services West, Inc

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

Telephone: 213-630-3200

***SEE ATTACHED CALIFORNIA ALL-PURPOSE
NOTARY ACKNOWLEDGMENT***

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

Notary Public in and for said State
Commission expires: _____

(SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

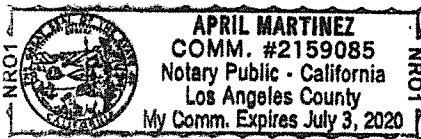
State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

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

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

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

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


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

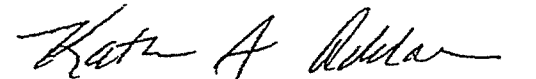
County of Somerset

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

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

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

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

MAR 22 2017




Dawn M. Chloros, Assistant Secretary

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

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

Fax (908) 903- 3656

e-mail: surety@chubb.com

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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 March 2018

For Use in the Automotive Department

- 2014 Chevrolet Cruze (VIN: 1G1PC5SB9E7478734)

Donated by: Felix Chevrolet
ATTN: Ms. Jocelyn Cea
3330 S. Figueroa St.
Los Angeles, CA 90007

The estimated value of the above item is \$5,582.50.

- 2016 GMC Canyon (VIN: 1GTG5CE19G1201547)

Donated by: Jessup Auto Plaza
ATTN: Mr. Dan Jessup
68111 East palm Canyon Drive
Cathedral City, CA 92234

The estimated value of the above item is \$5,582.50.

- 2016 GMC Acadia (VIN: 1GKKRNED1GJ262254)

Donated by: Thorson Buick
ATTN: Mr. Tom George
3456 E. Colorado Blvd.
Pasadena, CA 91107

The estimated value of the above item is \$9,541.

- 2017 Chevy Malibu (VIN: 1G1ZE5ST9H174471)

Donated by: Matson
1521 Pier C St.
Long Beach, CA 90813

The estimated value of the above item is \$5,580.50.

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: **May 16, 2018**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Purchase Materials Through Other Public Agency Contracts
--

ACTION

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interests, for fiscal year 2018-2019.

FISCAL IMPACT

There is no financial impact.

REPORT SUMMARY

California Public Contract Code Section 20652 authorizes the Board of Trustees, without advertising for bids, to contract for the lease or purchase of materials, supplies, equipment, automobiles, tractors and other personal property for Cerritos College through contract let by other public agencies (commonly referred to as "piggy-backing" contracts). Los Angeles County Office of Education (LACOE) requires the Board of Trustees to take specific action to determine that it is in the best interest for Cerritos College to utilize an existing bid or contract to make procurements pursuant to Section 20652, rather than receiving bids on its own behalf.

Public Contract Code Section 20653 also allows the purchase of materials, equipment, or supplies through the Department of General Services pursuant to Section 14814 of the Government Code.

Additionally, the recent passage of Assembly Bill No. 653 added Section 81646 to the Education Code and added Section 20653.5 to the Public Contract Code relating to postsecondary education (i.e., higher education) contracting practices. Specifically, AB 653 clarified that existing Education Code and Public Contract Code provisions do not preclude the governing board of a community college district from purchasing materials, equipment, supplies, or services under the same conditions as those specified in a contract lawfully awarded by the University of California (UC) or the California State University (CSU). As a result, AB 653 created efficiencies by making it easier for community college districts, the UC, and the CSU to share contracts with each other for the purpose of achieving added price savings through volume discounting.

An example of an existing public agency contract that Cerritos College utilizes for procurements is the CollegeBuys program offered by the Foundation for California Community Colleges (FCCC). Through the CollegeBuys institutional purchasing program, Cerritos College saves on a wide range of products and services – from software technology to high quality office and classroom furniture.

Other examples of piggy-back contracts include, but are not limited to, California Multiple Awards Schedule (CMAS), Los Angeles County Office of Education (LACOE), and Western States Contracting Alliance (WSCA) contracts.

This action authorizes the college to make procurements using existing public agency contracts as the need arises, which is in the best interest of Cerritos College pursuant to California Public Contract Code 20650 et seq. and Education Code 81646. Piggy-back procurements will be ratified by the Board of Trustees no less than within 60 days or as required by law.

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code 20650 et seq. and Education Code 81646, and authorize Cerritos College to make such procurements, inclusive of incidental labor, as-needed, which is in Cerritos College's best interest, for the fiscal year 2018-2019.

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: **May 16, 2018**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Adoption of Resolution No. 18-0502A To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product
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ACTION

It is recommended that the Board of Trustees approve Resolution No. 18-0502A, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2018-2019 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below.

FISCAL IMPACT

Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

REPORT SUMMARY

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of \$90,200 or more.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the district; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; and (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless an Apple reseller has breached its contract with Apple, Inc.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2018-2019 as needed, to Apple, Inc.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Resolution No. 18-0502A

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 18-0502A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING APPLE, INC. AS A SOLE SOURCE PROCUREMENT
TO LET PURCHASE ORDERS OR CONTRACTS FOR PRODUCT**

WHEREAS, the Cerritos Community College District ("District") lets purchase orders with Apple, Inc. ("Apple") for the procurement of product each fiscal year; and

WHEREAS, the cost of procurements with Apple, Inc. may exceed the bid threshold as set forth in Public Contract Code Section 20651; and

WHEREAS, as a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids; and

WHEREAS, the college has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the college; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless and Apple reseller has breached its contract with Apple, Inc.; and

WHEREAS, The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2018-2019 as needed, to Apple, Inc.

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. That it would not produce any advantage to the District to competitively bid the purchase of Apple products.
- Section 3. That the District approves and authorizes the letting of a sole source purchase order and/or contract to Apple, Inc. for the procurement of product for fiscal year 2018 -2019.
- Section 4. The Board of Trustees delegates to the President/Superintendent, or his/her designee, authority to execute a purchase order and/or contract necessary for the procurement.

Section 5. That this Resolution No. 18-0502A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 2nd day of May, 2018, 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: **May 16, 2018**

Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of March 2018

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of March 2018.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of purchase orders processed during the month of March 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

March 2018 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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Run Date: 03/31/2018

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FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
03/01/18	0000067635	C		03/22/2018	AMAZON	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	20.75	
				03/01/2018			0000067635	AMAZON								20.75
03/01/18	0000067668	C		03/01/2018	APPLE INC	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	53.66	
				03/01/2018			0000067668	APPLE INC								53.66
03/01/18	0000067669	C		03/01/2018	HANDLERY HOTEL SAN DIEGO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	02321	72000	5210	6190000	17-18	2,975.26	
				03/01/2018			0000067669	HANDLERY HOTEL SAN DIEGO								2,975.26
03/01/18	0000067670	C		03/01/2018	EBSCO SUBSCRIPTION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	188.38	
				03/01/2018			0000067670	EBSCO SUBSCRIPTION SERVICES								188.38
03/01/18	0000067671	A	1	03/19/2018	MAINTEX	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5640	6720000	17-18	589.49	
				03/01/2018			0000067671	MAINTEX								589.49
03/01/18	0000067672	C		03/01/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	1,328.60	
							Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	2,306.00	
				03/01/2018			0000067672	PUBLIC AGENCY LAW GROUP								3,634.60
03/01/18	0000067673	C		03/01/2018	SMITH STRATEGICS	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	17-18	198.00	
				03/01/2018			0000067673	SMITH STRATEGICS								198.00
03/01/18	0000067674	C		03/05/2018	EOPS REGION 8	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	1,400.00	
				03/01/2018			0000067674	EOPS REGION 8								1,400.00
03/01/18	0000067675	A		03/28/2018	INTERNATIONAL BUSINESS	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	6310	2201000	17-18	4,588.56	
							District	01.0	00000.0	00000	00000	9330	0000000	17-18	9,177.12	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						03/01/2018	0000067675	INTERNATIONAL BUSINESS MACHINES CORPORAT								13,765.68
03/02/18	0000067676	A		03/02/2018	TENNIS WAREHOUSE	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	17-18	3,050.68	
						03/02/2018	0000067676	TENNIS WAREHOUSE								3,050.68
03/02/18	0000067677	A		03/02/2018	BAY AREA VIDEO COALITION, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04300	70200	5210	6190000	17-18	595.00	
						03/02/2018	0000067677	BAY AREA VIDEO COALITION, INC.								595.00
03/02/18	0000067678	A	1	03/05/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Comm erce	01.0	00000.0	00000	02510	6460	0501000	17-18	2,621.69	
						03/02/2018	0000067678	GOLDEN STAR TECHNOLOGY INC.								2,621.69
03/02/18	0000067679	A		03/23/2018	BANK OF AMERICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	17-18	222.27	
						MISCELLANEOUS		39.3	00000.0	00000	02350	4550	3057000	17-18	21.90	
						03/02/2018	0000067679	BANK OF AMERICA								244.17
03/02/18	0000067680	A		03/02/2018	PCC NETWORK SOLUTIONS	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	5810	3057000	17-18	381.29	
						03/02/2018	0000067680	PCC NETWORK SOLUTIONS								381.29
03/02/18	0000067681	A		03/02/2018	E&M, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	10,079.48	
						03/02/2018	0000067681	E&M, INC								10,079.48
03/02/18	0000067682	X	1	03/20/2018	PATON GROUP	SOFTWARE	Drafting & Architecture	01.0	00000.0	00000	02600	6310	0964000	17-18	1,500.00	
							District	01.0	00000.0	00000	00000	9330	0000000	17-18	500.00	
						03/02/2018	0000067682	PATON GROUP								2,000.00
03/02/18	0000067683	A		03/02/2018	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	26.28	
						03/02/2018	0000067683	TCB PRINTING								26.28

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
03/02/18	0000067684	A		03/02/2018	KI	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	30,556.71	
				03/02/2018			0000067684	KI								30,556.71
03/02/18	0000067685	A		03/02/2018	SNAP-ON TOOLS INDUSTRIAL	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	17-18	3,715.76	
				03/02/2018			0000067685	SNAP-ON TOOLS INDUSTRIAL								3,715.76
03/02/18	0000067686	C		03/02/2018	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	1,261.27	
				03/02/2018			0000067686	CDW-GOVERNMENT INC								1,261.27
03/02/18	0000067687	C		03/02/2018	THE MASTER TEACHER	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	17-18	3,228.92	
				03/02/2018			0000067687	THE MASTER TEACHER LEADERSHIP								3,228.92
03/02/18	0000067688	C		03/02/2018	PUBLIC SAFETY TRAINING	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	17-18	220.00	
				03/02/2018			0000067688	PUBLIC SAFETY TRAINING CONSULTANTS								220.00
03/02/18	0000067689	C		03/22/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	33.90	
				03/02/2018			0000067689	AMAZON								33.90
03/02/18	0000067690	C		03/06/2018	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	17-18	795.00	
				03/02/2018			0000067690	THEATRE SERVICES, INC.								795.00
03/02/18	0000067691	C		03/23/2018	BANK OF AMERICA	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	58.93	
				03/02/2018			0000067691	BANK OF AMERICA								58.93
03/02/18	0000067692	C		03/22/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	17-18	30.62	
				03/02/2018			0000067692	AMAZON								30.62

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
03/02/18	0000067693	C		03/22/2018	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	17-18	176.83	
				03/02/2018			0000067693			AMAZON						176.83
03/03/18	0000067694	A		03/05/2018	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	17-18	78.55	
				03/03/2018			0000067694			CONCORDANCE HEALTHCARE SOLUTIONS						78.55
03/03/18	0000067695	C		03/23/2018	BANK OF AMERICA	MEDICAL & LAB SUPP/EQUIP	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	17-18	430.99	
						MISCELLANEOUS		01.0	00000.0	00000	02530	4320	1222000	17-18	20.70	
				03/03/2018			0000067695			BANK OF AMERICA						451.69
03/05/18	0000067696	C		03/05/2018	EOPS REGION 8	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	17-18	350.00	
				03/05/2018			0000067696			EOPS REGION 8						350.00
03/05/18	0000067697	C		03/06/2018	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	110.00	
				03/05/2018			0000067697			FOUNDATION FOR CALIFORNIA COMMUNITY COLL						110.00
03/05/18	0000067698	A		03/05/2018	PUMPMAN, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	5,088.00	
				03/05/2018			0000067698			PUMPMAN, INC.						5,088.00
03/06/18	0000067699	C		03/09/2018	CALSTART	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76616	5310	6190000	17-18	1,950.00	
				03/06/2018			0000067699			CALSTART						1,950.00
03/06/18	0000067700	C		03/22/2018	AMAZON	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	17.72	
				03/06/2018			0000067700			AMAZON						17.72
03/07/18	0000067701	C		03/07/2018	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	110.00	
				03/07/2018			0000067701			FOUNDATION FOR CALIFORNIA COMMUNITY COLL						110.00

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03/07/18	0000067702	A		03/08/2018	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	45.55	
						03/07/2018	0000067702			FLINN SCIENTIFIC INC						45.55
03/07/18	0000067703	A		03/12/2018	AA LAB	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	96.36	
						03/07/2018	0000067703			AA LAB						96.36
03/07/18	0000067704	A		03/08/2018	COMPUTERLAND - SILICON VALLEY	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	4,422.00	
						03/07/2018	0000067704			COMPUTERLAND - SILICON VALLEY						4,422.00
03/07/18	0000067705	P		03/13/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	706.98	
						03/07/2018	0000067705			AMAZON						706.98
03/07/18	0000067706	A		03/07/2018	HAWORTH, INC.	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	5,429.71	
						03/07/2018	0000067706			HAWORTH, INC.						5,429.71
03/07/18	0000067707	C		03/07/2018	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	269.31	
						03/07/2018	0000067707			MacDEVITT, JAMES						269.31
03/07/18	0000067708	C		03/07/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00100	02520	4325	1057000	17-18	16.75	
						03/07/2018	0000067708			HIROHAMA, STEVEN						16.75
03/07/18	0000067709	A		03/07/2018	E&M, INC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	17-18	4,609.95	
						03/07/2018	0000067709			E&M, INC						4,609.95
03/07/18	0000067710	A		03/28/2018	HOME SCIENCE TOOLS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	43.75	
						03/07/2018	0000067710			HOME SCIENCE TOOLS						43.75

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03/07/18	0000067711	A		03/07/2018	FREY SCIENTIFIC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	152.19	
						03/07/2018	0000067711			FREY SCIENTIFIC						152.19
03/07/18	0000067712	A		03/07/2018	PACIFIC PARKING SYSTEMS INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	1,445.40	
						03/07/2018	0000067712			PACIFIC PARKING SYSTEMS INC.						1,445.40
03/07/18	0000067713	A		03/07/2018	STAPLES ADVANTAGE	AWARDS/CERTIFICAT ES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	17-18	101.84	
						03/07/2018	0000067713			STAPLES ADVANTAGE						101.84
03/07/18	0000067714	C		03/23/2018	BANK OF AMERICA	AWARDS/CERTIFICAT ES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	17-18	72.20	
						03/07/2018	0000067714			BANK OF AMERICA						72.20
03/07/18	0000067715	C		03/07/2018	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	110.00	
						03/07/2018	0000067715			FOUNDATION FOR CALIFORNIA COMMUNITY COLL						110.00
03/08/18	0000067716	A		03/08/2018	TREXLER COMPRESSOR	WOODWORKING	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	24,985.31	
						03/08/2018	0000067716			TREXLER COMPRESSOR SALES & SERVICE, INC.						24,985.31
03/08/18	0000067717	P		03/09/2018	AMAZON	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	151.56	
						03/08/2018	0000067717			AMAZON						151.56
03/08/18	0000067718	A		03/09/2018	JACOBSEN TEXTRON	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	130.74	
						03/08/2018	0000067718			JACOBSEN TEXTRON						130.74
03/08/18	0000067719	P		03/09/2018	AMAZON	BOOKS	Lifespan	01.0	00000.0	00000	02530	4320	1305000	17-18	42.71	
						03/08/2018	0000067719			AMAZON						42.71
03/08/18	0000067720	A		03/09/2018	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	17-18	82.11	

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						03/08/2018	0000067720	LAKESHORE LEARNING MATERIALS								82.11
03/08/18	0000067721	C		03/09/2018	AMERICAN DENTAL ASSOCIATION	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	17-18	3,850.00	
						03/08/2018	0000067721	AMERICAN DENTAL ASSOCIATION								3,850.00
03/08/18	0000067722	A		03/08/2018	INDUSTRIAL PLASTIC SUPPLY INC.	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	17-18	265.54	
						03/08/2018	0000067722	INDUSTRIAL PLASTIC SUPPLY INC.								265.54
03/08/18	0000067723	A		03/14/2018	VIRTUAL FOUNDRY, THE	INSTRUCTIONAL SUPPLIES	Drafting Technology	01.0	00000.0	00000	02600	4320	0953000	17-18	1,136.06	
						03/08/2018	0000067723	VIRTUAL FOUNDRY, THE								1,136.06
03/08/18	0000067724	C		03/08/2018	IDERA REPRESENTATIVE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	4,387.82	
						03/08/2018	0000067724	IDERA REPRESENTATIVE								4,387.82
03/08/18	0000067725	A		03/08/2018	FLUXLIGHT	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	17-18	624.47	
						03/08/2018	0000067725	FLUXLIGHT								624.47
03/08/18	0000067726	C		03/08/2018	GRAINGER	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	17-18	250.65	
						03/08/2018	0000067726	GRAINGER								250.65
03/08/18	0000067727	C		03/08/2018	GRIZZLY INDUSTRIAL, INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	1,123.92	
						03/08/2018	0000067727	GRIZZLY INDUSTRIAL, INC								1,123.92
03/08/18	0000067728	A		03/08/2018	NIMS (NATIONAL INSTITUTE FOR	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	5,250.00	
						03/08/2018	0000067728	NIMS (NATIONAL INSTITUTE FOR								5,250.00
03/08/18	0000067729	C		03/08/2018	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	17-18	999.53	

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						03/08/2018	0000067729	OFFICE DEPOT/BUSINESS SVCS DIV								999.53
03/08/18	0000067730	C		03/08/2018	SUBWAY RESTAURANT	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	17-18	510.00	
						03/08/2018	0000067730	SUBWAY RESTAURANT								510.00
03/08/18	0000067731	A		03/08/2018	RAN GRAPHICS	PRINTING SERVICES	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	2,733.12	
						03/08/2018	0000067731	RAN GRAPHICS								2,733.12
03/09/18	0000067732	P		03/09/2018	AMAZON	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	135.32	
						03/09/2018	0000067732	AMAZON								135.32
03/09/18	0000067733	A		03/09/2018	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	17-18	557.07	
						03/09/2018	0000067733	CONCORDANCE HEALTHCARE SOLUTIONS								557.07
03/09/18	0000067734	C		03/09/2018	ASSOCIATED STUDENTS	MISCELLANEOUS	Nursing	01.0	00000.0	00000	02530	4325	1230000	17-18	610.00	
						03/09/2018	0000067734	ASSOCIATED STUDENTS CERRITOS COLLEGE								610.00
03/09/18	0000067735	A		03/09/2018	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Lifespan	01.0	00000.0	00000	02530	4325	1305000	17-18	357.84	
						03/09/2018	0000067735	DICK BLICK COMPANY								357.84
03/09/18	0000067736	P		03/15/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Lifespan	01.0	00000.0	00000	02530	4325	1305000	17-18	46.00	
							Oth Instr Sup Services	01.3	00000.0	00000	70267	4320	6190000	17-18	1,668.60	
						03/09/2018	0000067736	AMAZON								1,714.60
03/09/18	0000067737	A		03/09/2018	AMAZON	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	77.51	
						03/09/2018	0000067737	AMAZON								77.51

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03/10/18	0000067738	A		03/10/2018	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	17-18	225.40	
				03/10/2018			0000067738			WOODCRAFT #553						225.40
03/10/18	0000067739	A		03/10/2018	PATON GROUP	SOFTWARE	District	01.0	00000.0	00000	00000	9330	0000000	17-18	2,400.00	
				03/10/2018			0000067739			PATON GROUP						2,400.00
03/10/18	0000067740	A		03/23/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	24.71	
				03/10/2018			0000067740			BANK OF AMERICA						24.71
03/12/18	0000067741	C		03/12/2018	DOAN, QUINN	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	17-18	867.00	
				03/12/2018			0000067741			DOAN, QUINN						867.00
03/26/18	0000067742	C		03/26/2018	AMERICAN LIBRARY ASSOCIATION	CONFERENCE AND TRAVEL	Library	01.0	00000.0	00000	02220	5210	6120000	17-18	320.00	
				03/26/2018			0000067742			AMERICAN LIBRARY ASSOCIATION						320.00
03/13/18	0000067743	P		03/14/2018	AMAZON	MEDICAL & LAB SUPP/EQUIP	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	17-18	59.85	
				03/13/2018			0000067743			AMAZON						59.85
03/13/18	0000067744	A		03/14/2018	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	17-18	5,960.00	
				03/13/2018			0000067744			MARZOLA CONSTRUCTION CO., INC.						5,960.00
03/13/18	0000067745	A		03/14/2018	PREFERRED LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6120	7100000	17-18	2,700.00	
				03/13/2018			0000067745			PREFERRED LANDSCAPE, INC.						2,700.00
03/13/18	0000067746	A		03/14/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6120	7100000	17-18	3,050.00	
				03/13/2018			0000067746			RDM ELECTRIC CO., INC.						3,050.00
03/13/18	0000067747	A		03/14/2018	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	230.60	

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03/13/18	0000067747	A		03/14/2018	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	00000	75305	4320	1200000	17-18	132.12	
						03/13/2018	0000067747			SCANTRON CORPORATION						362.72
03/13/18	0000067748	A		03/14/2018	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	550.75	
						03/13/2018	0000067748			POCKET NURSE						550.75
03/13/18	0000067749	A		03/14/2018	OFFICE SOLUTIONS	OFFICE SUPPLIES	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	158.59	
						03/13/2018	0000067749			OFFICE SOLUTIONS						158.59
03/13/18	0000067750	C		03/14/2018	MARRIOTT HOTEL	CONTRACTED SERVICES	Matriculation-Std nt Assessment	01.3	00000.0	00000	71110	5810	6320000	17-18	600.00	
						03/13/2018	0000067750			MARRIOTT HOTEL						600.00
03/14/18	0000067751	P		03/22/2018	BANK OF AMERICA	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	04500	70200	4420	1200000	17-18	272.00	
						03/14/2018	0000067751			BANK OF AMERICA						272.00
03/14/18	0000067752	A		03/15/2018	KI	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	1,449.33	
						03/14/2018	0000067752			KI						1,449.33
03/14/18	0000067753	A		03/15/2018	RAN GRAPHICS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	17-18	255.90	
						03/14/2018	0000067753			RAN GRAPHICS						255.90
03/14/18	0000067754	A		03/15/2018	APPLE INC	COMPUTER SUPP/EQUIP	Center for Teaching	01.3	00000.0	01004	73460	6450	6195000	17-18	17,757.72	
						03/14/2018	0000067754			APPLE INC						17,757.72
03/14/18	0000067755	P		03/15/2018	AMAZON	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	146.06	
						03/14/2018	0000067755			AMAZON						146.06

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03/14/18	0000067756	A		03/15/2018	TCB PRINTING	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	31.76	
				03/14/2018			0000067756			TCB PRINTING						31.76
03/14/18	0000067757	A		03/15/2018	APPLE INC	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	17-18	3,415.09	
				03/14/2018			0000067757			APPLE INC						3,415.09
03/14/18	0000067758	A		03/15/2018	TCB PRINTING	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	26.28	
				03/14/2018			0000067758			TCB PRINTING						26.28
03/14/18	0000067759	P		03/15/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	1,005.00	
				03/14/2018			0000067759			AMAZON						1,005.00
03/14/18	0000067760	A		03/15/2018	1-WORLD GLOBES & MAPS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	1,589.12	
				03/14/2018			0000067760			1-WORLD GLOBES & MAPS						1,589.12
03/14/18	0000067761	A		03/15/2018	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	154.45	
						LABORATORY SUPP/EQUIP		01.0	00000.0	00000	02570	6450	1951000	17-18	761.46	
				03/14/2018			0000067761			FLINN SCIENTIFIC INC						915.91
03/14/18	0000067762	A		03/15/2018	SARGENT-WELCH SCIENTIFIC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	269.38	
				03/14/2018			0000067762			SARGENT-WELCH SCIENTIFIC						269.38
03/14/18	0000067763	A		03/14/2018	ORION TELESCOPES & BINOCULARS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	328.48	
				03/14/2018			0000067763			ORION TELESCOPES & BINOCULARS						328.48
03/14/18	0000067764	A		03/14/2018	OCEANSIDE PHOTO & TELESCOPE	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	468.66	
				03/14/2018			0000067764			OCEANSIDE PHOTO & TELESCOPE						468.66

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03/14/18	0000067765	A		03/14/2018	CYNMAR CORPORATION	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	231.61	
						03/14/2018	0000067765			CYNMAR CORPORATION						231.61
03/14/18	0000067766	C		03/14/2018	MIELE, INC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	202.58	
						03/14/2018	0000067766			MIELE, INC						202.58
03/14/18	0000067767	A		03/14/2018	MAPS.COM	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	1,135.96	
						03/14/2018	0000067767			MAPS.COM						1,135.96
03/14/18	0000067768	A	1	03/23/2018	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	590.52	
						03/14/2018	0000067768			GOLDEN STAR TECHNOLOGY INC.						590.52
03/14/18	0000067769	C		03/21/2018	GOLDEN STAR SILK SCREEN	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	17-18	1,259.26	
						03/14/2018	0000067769			GOLDEN STAR SILK SCREEN						1,259.26
03/14/18	0000067770	C		03/15/2018	LV BOTKIN DESIGNS	INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	4320	0909000	17-18	3,942.00	
						03/14/2018	0000067770			LV BOTKIN DESIGNS						3,942.00
03/14/18	0000067771	P		03/15/2018	AMAZON	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	12.95	
						03/14/2018	0000067771			AMAZON						12.95
03/14/18	0000067772	P		03/15/2018	AMAZON	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	17-18	71.69	
						03/14/2018	0000067772			AMAZON						71.69
03/14/18	0000067773	A		03/14/2018	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	17-18	973.07	
						03/14/2018	0000067773			GOLDEN STAR TECHNOLOGY INC.						973.07

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03/14/18	0000067774	C		03/16/2018	NETSCOUT SYSTEMS, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	1,653.00	
				03/14/2018			0000067774									1,653.00
03/14/18	0000067775	A		03/14/2018	COMPOSITES ONE	PLASTICS SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	1,230.73	
				03/14/2018			0000067775									1,230.73
03/14/18	0000067776	A		03/14/2018	AMERICAN WELDING SOCIETY	WELDING SUPP/EQUIP	Contract Education	39.3	00000.0	00000	75130	5310	7010000	17-18	1,500.00	
				03/14/2018			0000067776									1,500.00
03/14/18	0000067777	C		03/14/2018	CALIFORNIA COMMUNITY	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	400.00	
				03/14/2018			0000067777									400.00
03/14/18	0000067778	P		03/19/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	236.96	
				03/14/2018			0000067778									236.96
03/14/18	0000067779	C		03/14/2018	HOLIDAY INN	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	342.70	
				03/14/2018			0000067779									342.70
03/14/18	0000067780	A		03/14/2018	RED LION HOTEL	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	17-18	302.93	
				03/14/2018			0000067780									302.93
03/14/18	0000067781	A		03/14/2018	RED LION HOTEL	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	17-18	366.88	
				03/14/2018			0000067781									366.88
03/14/18	0000067782	A		03/20/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	17-18	494.50	
				03/14/2018			0000067782									494.50
03/14/18	0000067783	C		03/14/2018	HYATT REGENCY	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	17-18	593.19	

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						03/14/2018	0000067783	HYATT REGENCY								593.19
03/14/18	0000067784	C		03/14/2018	AMERICAN DEAFNESS &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	79000	73330	5210	6190000	17-18	475.00	
						03/14/2018	0000067784	AMERICAN DEAFNESS & REHABILITATION ASSOC								475.00
03/15/18	0000067785	C		03/15/2018	OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70267	4320	6190000	17-18	110.11	
						03/15/2018	0000067785	OFFICE SOLUTIONS								110.11
03/15/18	0000067786	A		03/15/2018	DEMCO	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	17-18	211.07	
						03/15/2018	0000067786	DEMCO								211.07
03/15/18	0000067787	A		03/15/2018	RAN GRAPHICS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	22,929.90	
						03/15/2018	0000067787	RAN GRAPHICS								22,929.90
03/15/18	0000067788	C		03/15/2018	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	13,803.92	
						03/15/2018	0000067788	CERRITOS COMMUNITY COLLEGE DISTRICT								13,803.92
03/15/18	0000067789	C		03/15/2018	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	109.00	
						03/15/2018	0000067789	CERRITOS COMMUNITY COLLEGE DISTRICT								109.00
03/15/18	0000067790	C		03/15/2018	NATIONAL STUDENT CLEARINGHOUSE	DATA PROC SUPP/EQUIP/SERVICE	Instructional Office	01.0	00000.0	00000	02100	5810	6016000	17-18	1,048.95	
						03/15/2018	0000067790	NATIONAL STUDENT CLEARINGHOUSE								1,048.95
03/16/18	0000067791	A		03/16/2018	ASSOCIATED STUDENTS	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	17-18	540.00	
						03/16/2018	0000067791	ASSOCIATED STUDENTS CERRITOS COLLEGE								540.00
03/16/18	0000067792	P		03/26/2018	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	214.90	

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						03/16/2018	0000067792	BANK OF AMERICA								214.90
03/16/18	0000067793	A		03/21/2018	OFFICE SOLUTIONS	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	17-18	1,251.98	
						03/16/2018	0000067793	OFFICE SOLUTIONS								1,251.98
03/16/18	0000067794	P		03/26/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	78.98	
						03/16/2018	0000067794	AMAZON								78.98
03/16/18	0000067795	A		03/21/2018	CONCEPTUAL MARKETING	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	478.33	
						03/16/2018	0000067795	CONCEPTUAL MARKETING								478.33
03/16/18	0000067796	A		03/16/2018	TACOS-TACOS A DOMICILIO	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	700.00	
						03/16/2018	0000067796	TACOS-TACOS A DOMICILIO								700.00
03/16/18	0000067797	C		03/16/2018	AFRICAN AMERICAN MALE NETWORK &	ADVERTISING	Human Resources	01.3	00000.0	07001	73460	5830	6730000	17-18	1,500.00	
						03/16/2018	0000067797	AFRICAN AMERICAN MALE NETWORK & DEVELOP								1,500.00
03/16/18	0000067798	C		03/16/2018	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5810	6720000	17-18	1,650.00	
						LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	3,420.00	
						03/16/2018	0000067798	LIEBERT CASSIDY WHITMORE								5,070.00
03/16/18	0000067799	A		03/21/2018	CONCEPTUAL MARKETING	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	587.84	
						03/16/2018	0000067799	CONCEPTUAL MARKETING								587.84
03/16/18	0000067800	C		03/16/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	2,916.00	
						03/16/2018	0000067800	ERICKSON LAW FIRM								2,916.00

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03/16/18	0000067801	C		03/16/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	20,387.50	
				03/16/2018			0000067801			PARKER & COVERT, L.L.P.						20,387.50
03/16/18	0000067802	C		03/16/2018	HOYLE, SHEELA	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	17-18	994.18	
				03/16/2018			0000067802			HOYLE, SHEELA						994.18
03/16/18	0000067803	C		03/16/2018	DE LA TORRE, GLORIA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	61.07	
				03/16/2018			0000067803			DE LA TORRE, GLORIA						61.07
03/16/18	0000067804	A		03/21/2018	VERNIER SOFTWARE	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	2,188.91	
				03/16/2018			0000067804			VERNIER SOFTWARE						2,188.91
03/16/18	0000067805	A		03/21/2018	COLE PARMER	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	1,471.68	
				03/16/2018			0000067805			COLE PARMER						1,471.68
03/16/18	0000067806	A		03/21/2018	VWR SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	1,307.18	
				03/16/2018			0000067806			VWR SCIENTIFIC						1,307.18
03/16/18	0000067807	P		03/23/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	85.52	
				03/16/2018			0000067807			AMAZON						85.52
03/16/18	0000067808	A		03/21/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	17-18	5,633.39	
				03/16/2018			0000067808			PCC NETWORK SOLUTIONS						5,633.39
03/16/18	0000067809	P		03/23/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	112.09	
				03/16/2018			0000067809			AMAZON						112.09

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03/16/18	0000067810	A		03/16/2018	MONTERO, CEZAR	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	34.24	
						03/16/2018	0000067810	MONTERO, CEZAR								34.24
03/16/18	0000067811	C		03/16/2018	RODGER'S CATERING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	86.23	
						03/16/2018	0000067811	RODGER'S CATERING								86.23
03/16/18	0000067812	C		03/16/2018	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	255.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	12,750.59	
						03/16/2018	0000067812	PARKER & COVERT, L.L.P.								13,005.59
03/19/18	0000067813	P		03/19/2018	COAST PARTY RENTALS, INC.	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	5610	6493000	17-18	2,961.97	
						03/19/2018	0000067813	COAST PARTY RENTALS, INC.								2,961.97
03/19/18	0000067814	C		03/19/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	5,239.43	
						03/19/2018	0000067814	IMAGE 2000, INC.								5,239.43
03/19/18	0000067815	A		03/20/2018	BANK OF AMERICA	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	17-18	1,983.20	
						03/19/2018	0000067815	BANK OF AMERICA								1,983.20
03/19/18	0000067816	P		03/19/2018	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5210	0960000	17-18	570.00	
						03/19/2018	0000067816	BANK OF AMERICA								570.00
03/19/18	0000067817	C		03/19/2018	EDWARD VILLAGE MICHIGAN	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5210	0960000	17-18	714.78	
						03/19/2018	0000067817	EDWARD VILLAGE MICHIGAN								714.78
03/19/18	0000067818	P		03/19/2018	HERTZ CAR RENTAL	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5210	0960000	17-18	324.00	
						03/19/2018	0000067818	HERTZ CAR RENTAL								324.00

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03/19/18	0000067819	A		03/19/2018	PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	3,000.00	
						03/19/2018	0000067819			PROJECT LEAD THE WAY						3,000.00
03/19/18	0000067820	A		03/19/2018	MCMaster CARR SUPPLY CO.	WELDING SUPP/EQUIP	Contract Education	39.3	00000.0	00000	75130	4320	7010000	17-18	5,465.58	
						03/19/2018	0000067820			MCMaster CARR SUPPLY CO.						5,465.58
03/19/18	0000067821	A		03/19/2018	LETco MEDICAL	MEDICAL & LAB SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	6450	0900000	17-18	4,092.00	
						03/19/2018	0000067821			LETco MEDICAL						4,092.00
03/19/18	0000067822	A		03/19/2018	MATHESON TRI GAS INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6410	0900000	17-18	41,663.93	
						03/19/2018	0000067822			MATHESON TRI GAS INC.						41,663.93
03/19/18	0000067823	A		03/19/2018	PARAGON INDUSTRIES, LP	INSTRUCTIONAL SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	6450	0964000	17-18	2,223.91	
						03/19/2018	0000067823			PARAGON INDUSTRIES, LP						2,223.91
03/19/18	0000067824	A		03/19/2018	TCB PRINTING	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	17-18	26.28	
						03/19/2018	0000067824			TCB PRINTING						26.28
03/19/18	0000067825	A		03/19/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6460	0501000	17-18	2,298.97	
						03/19/2018	0000067825			GOLDEN STAR TECHNOLOGY INC.						2,298.97
03/20/18	0000067826	A		03/21/2018	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	69.6	00000.0	00000	71030	5810	6510000	17-18	14,400.00	
						03/20/2018	0000067826			SAL'S PLUMBING INC						14,400.00
03/20/18	0000067827	A		03/21/2018	ULINE	OFFICE SUPPLIES	Computer Assisted	01.0	00000.0	00000	02220	4550	6198000	17-18	347.03	
						03/20/2018	0000067827			ULINE						347.03

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03/20/18	0000067828	C		03/21/2018	ELECTRIC CAR SALES & SERVICE	MISCELLANEOUS	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	17-18	427.05	
				03/20/2018			0000067828				ELECTRIC CAR SALES & SERVICE INC					427.05
03/20/18	0000067829	C		03/21/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	17-18	337.50	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	607.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	8,661.25	
				03/20/2018			0000067829				ATKINSON, ANDELSON, LOYA, RUUD					9,606.25
03/20/18	0000067830	A		03/21/2018	RAN GRAPHICS	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	17-18	336.93	
				03/20/2018			0000067830				RAN GRAPHICS					336.93
03/20/18	0000067831	A		03/21/2018	CONCORDANCE HEALTHCARE	MEDICAL & LAB SUPP/EQUIP	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	17-18	1,094.35	
				03/20/2018			0000067831				CONCORDANCE HEALTHCARE SOLUTIONS					1,094.35
03/20/18	0000067832	A		03/21/2018	AIR CLEANING TECHNOLOGY	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	1,826.12	
				03/20/2018			0000067832				AIR CLEANING TECHNOLOGY					1,826.12
03/20/18	0000067833	A		03/21/2018	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	1,500.00	
				03/20/2018			0000067833				PETERSON'S TREE WORKS					1,500.00
03/20/18	0000067834	A		03/21/2018	WEST COAST FIRE PROTECTION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	4,550.00	
				03/20/2018			0000067834				WEST COAST FIRE PROTECTION					4,550.00
03/20/18	0000067835	A		03/21/2018	HAL'S GLASS CORPORATION	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	3,408.29	
				03/20/2018			0000067835				HAL'S GLASS CORPORATION					3,408.29
03/21/18	0000067836	A		03/21/2018	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	268.35	

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						03/21/2018	0000067836	4IMPRINT								268.35
03/21/18	0000067837	A		03/21/2018	AT&T DATACOM INC	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	17-18	100.00	
						03/21/2018	0000067837	AT&T DATACOM INC								100.00
03/21/18	0000067838	P		03/21/2018	NEED TO ADD VENDOR	REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	11.99	
						03/21/2018	0000067838	NEED TO ADD VENDOR								11.99
03/21/18	0000067839	A		03/21/2018	B & H PHOTO VIDEO	REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	26.03	
						03/21/2018	0000067839	B & H PHOTO VIDEO								26.03
03/21/18	0000067840	P		03/23/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	22.38	
						REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	69.90	
						03/21/2018	0000067840	AMAZON								92.28
03/21/18	0000067841	A		03/21/2018	CHEMICAL CONSULTANTS	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	89.05	
						03/21/2018	0000067841	CHEMICAL CONSULTANTS								89.05
03/21/18	0000067842	A		03/21/2018	SAATIPRINT	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	17-18	108.93	
						03/21/2018	0000067842	SAATIPRINT								108.93
03/21/18	0000067843	A		03/21/2018	RHEELIABLE SCREEN SUPPLY,	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	17-18	139.07	
						03/21/2018	0000067843	RHEELIABLE SCREEN SUPPLY, INC.								139.07
03/21/18	0000067844	A		03/21/2018	DICK BLICK COMPANY	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	17-18	972.49	
						03/21/2018	0000067844	DICK BLICK COMPANY								972.49

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03/21/18	0000067845	A		03/21/2018	MCLOGAN'S SCREENPRINTING	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	133.97	
						03/21/2018	0000067845			MCLOGAN'S SCREENPRINTING						133.97
03/21/18	0000067846	C		03/21/2018	RODRIGUEZ, NORMA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	17-18	209.01	
						03/21/2018	0000067846			RODRIGUEZ, NORMA						209.01
03/21/18	0000067847	C		03/21/2018	NOVEDGE LLC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	340.00	
						03/21/2018	0000067847			NOVEDGE LLC						340.00
03/21/18	0000067848	C		03/21/2018	CONNAL, JAN	REIMBURSEMENT	Matriculation-Std nt Assessment	01.3	00000.0	00000	71110	4550	6320000	17-18	278.00	
						03/21/2018	0000067848			CONNAL, JAN						278.00
03/21/18	0000067849	A		03/21/2018	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	591.30	
						03/21/2018	0000067849			GOLDEN STAR TECHNOLOGY INC.						591.30
03/21/18	0000067850	C		03/21/2018	R.A.D. SYSTEMS	LICENSE/FEES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	100.00	
						03/21/2018	0000067850			R.A.D. SYSTEMS						100.00
03/21/18	0000067851	A		03/21/2018	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	17-18	177.06	
						03/21/2018	0000067851			RAN GRAPHICS						177.06
03/21/18	0000067852	P		03/27/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	114.32	
						03/21/2018	0000067852			BANK OF AMERICA						114.32
03/21/18	0000067853	A		03/21/2018	KI	FURNITURE, SCHOOL	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	2,352.67	
						03/21/2018	0000067853			KI						2,352.67
03/21/18	0000067854	A		03/21/2018	GOLDEN STAR TECHNOLOGY INC.	ELECTRONIC SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	3,489.29	

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						03/21/2018	0000067854	GOLDEN STAR TECHNOLOGY INC.								3,489.29
03/21/18	0000067855	A		03/21/2018	TRISTAR, INC.	SOFTWARE	Physical Sciences	01.0	00000.0	00000	02570	6310	1951000	17-18	485.00	
						03/21/2018	0000067855	TRISTAR, INC.								485.00
03/26/18	0000067856	C		03/26/2018	ACBO	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	17-18	385.00	
						03/26/2018	0000067856	ACBO								385.00
03/21/18	0000067857	C		03/21/2018	FOKI'S MICROSCOPE'S	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	5640	6440000	17-18	710.00	
						03/21/2018	0000067857	FOKI'S MICROSCOPE'S INSTRUMENT								710.00
03/21/18	0000067858	C		03/21/2018	HEART TO HEART CPR	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73320	4550	6190000	17-18	550.00	
						03/21/2018	0000067858	HEART TO HEART CPR								550.00
03/21/18	0000067859	A		03/21/2018	WEST PUBLISHING CORP.	BOOKS/SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	142.35	
						03/21/2018	0000067859	WEST PUBLISHING CORP.								142.35
03/21/18	0000067860	P		03/21/2018	AMAZON	PLASTICS SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	54.88	
						03/21/2018	0000067860	AMAZON								54.88
03/21/18	0000067861	A		03/21/2018	HAWORTH, INC.	FURNITURE, SCHOOL	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	721.85	
						03/21/2018	0000067861	HAWORTH, INC.								721.85
03/21/18	0000067862	A		03/21/2018	MSJ DEVELOPMENT	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	8,341.84	
						03/21/2018	0000067862	MSJ DEVELOPMENT								8,341.84
03/21/18	0000067863	C		03/21/2018	SONRISE ELECTRIC	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	409.00	

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						03/21/2018	0000067863	SONRISE ELECTRIC								409.00
03/21/18	0000067864	C		03/21/2018	COLORADO TIME SYSTEM	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	150.00	
						03/21/2018	0000067864	COLORADO TIME SYSTEM								150.00
03/21/18	0000067865	C		03/21/2018	PORTER BOILER SERVICE INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	1,937.15	
						03/21/2018	0000067865	PORTER BOILER SERVICE INC								1,937.15
03/21/18	0000067866	A		03/21/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	17-18	209.55	
						03/21/2018	0000067866	OFFICE DEPOT/BUSINESS SVCS DIV								209.55
03/21/18	0000067867	C		03/21/2018	ON COURSE CONFERENCE	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5210	0900000	17-18	2,380.00	
						03/21/2018	0000067867	ON COURSE CONFERENCE								2,380.00
03/21/18	0000067868	C		03/21/2018	CHERRY, MARTHA	CONTRACTED SERVICES	Division Office	01.0	00000.0	00000	02600	5810	0951000	17-18	15.00	
						03/21/2018	0000067868	CHERRY, MARTHA								15.00
03/22/18	0000067869	A		03/22/2018	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Math-SEM	01.0	00000.0	00000	02570	5210	1762000	17-18	205.99	
						03/22/2018	0000067869	FOUNDATION FOR CALIFORNIA COMMUNITY COLL								205.99
03/22/18	0000067870	A		03/23/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	398.49	
						03/22/2018	0000067870	OFFICE DEPOT/BUSINESS SVCS DIV								398.49
03/22/18	0000067871	P		03/22/2018	STAPLES ADVANTAGE	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	17-18	75.96	
						03/22/2018	0000067871	STAPLES ADVANTAGE								75.96
03/22/18	0000067872	C		03/22/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	

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						03/22/2018	0000067872	AMERICAN FIDELITY ADMINISTRATIVE SERVICE								1,672.20
03/22/18	0000067873	C		03/22/2018	SUNPAC STOARGE CONTAINERS INC	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	295.00	
						03/22/2018	0000067873	SUNPAC STOARGE CONTAINERS INC								295.00
03/22/18	0000067875	A		03/22/2018	FLASHBAY INC.	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	17-18	13,265.01	
						03/22/2018	0000067875	FLASHBAY INC.								13,265.01
03/23/18	0000067876	C		03/23/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	17-18	632.14	
						03/23/2018	0000067876	BANK OF AMERICA								632.14
03/23/18	0000067877	A		03/23/2018	ALL AMERICAN TROPHY	MISCELLANEOUS	Nursing	01.0	00000.0	00000	02530	4320	1230000	17-18	7.67	
						03/23/2018	0000067877	ALL AMERICAN TROPHY								7.67
03/23/18	0000067878	A		03/23/2018	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	17-18	2,858.46	
						03/23/2018	0000067878	DIVERSIFIED BUSINESS SERVICES								2,858.46
03/26/18	0000067879	C		03/26/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	17-18	192.96	
						03/26/2018	0000067879	BANK OF AMERICA								192.96
03/26/18	0000067880	P		03/27/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	19.00	
						03/26/2018	0000067880	AMAZON								19.00
03/26/18	0000067881	C		03/26/2018	BUFFINGTON, DEBORAH	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	17-18	72.04	
						03/26/2018	0000067881	BUFFINGTON, DEBORAH								72.04
03/26/18	0000067882	C		03/26/2018	LOS ANGELES REGIONAL FOOD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	5810	6190000	17-18	150.00	

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						03/26/2018	0000067882	LOS ANGELES REGIONAL FOOD BANK								150.00
03/26/18	0000067883	A		03/26/2018	CROWN PROMOTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	17-18	2,653.00	
						03/26/2018	0000067883	CROWN PROMOTIONS GROUP								2,653.00
03/26/18	0000067884	A		03/26/2018	B & H PHOTO VIDEO	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	384.63	
						03/26/2018	0000067884	B & H PHOTO VIDEO								384.63
03/26/18	0000067885	A		03/26/2018	GALLIVAN, TOM	REIMBURSEMENT	AQMD	01.0	00000.0	00000	03700	5190	6594000	17-18	105.96	
						03/26/2018	0000067885	GALLIVAN, TOM								105.96
03/26/18	0000067886	A		03/26/2018	SOUTH COAST A.Q.M.D.	MISCELLANEOUS	AQMD	01.0	00000.0	00000	03700	5190	6594000	17-18	1,083.84	
						03/26/2018	0000067886	SOUTH COAST A.Q.M.D.								1,083.84
03/26/18	0000067887	A		03/26/2018	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	682.19	
						03/26/2018	0000067887	FLINN SCIENTIFIC INC								682.19
03/26/18	0000067888	A		03/26/2018	E&M, INC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	17-18	8,031.83	
						03/26/2018	0000067888	E&M, INC								8,031.83
03/26/18	0000067889	A		03/26/2018	FLUXLIGHT	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	17-18	1,209.60	
						03/26/2018	0000067889	FLUXLIGHT								1,209.60
03/26/18	0000067890	A		03/26/2018	ANIXTER	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	17-18	4,254.00	
						03/26/2018	0000067890	ANIXTER								4,254.00
03/26/18	0000067891	A		03/26/2018	PARAGON MICRO	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	3,530.50	
						03/26/2018	0000067891	PARAGON MICRO								3,530.50

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03/26/18	0000067892	A		03/26/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	6460	6440000	17-18	418.29	
				03/26/2018			0000067892									418.29
03/26/18	0000067893	A		03/26/2018	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	17-18	2,004.70	
				03/26/2018			0000067893									2,004.70
03/26/18	0000067894	A		03/26/2018	WARD'S NATURAL SCIENCE ESTAB-	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	1,182.60	
				03/26/2018			0000067894									1,182.60
03/26/18	0000067895	A	1	03/27/2018	PROFESSIONAL PIPE SERVICES	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	5,000.00	
				03/26/2018			0000067895									5,000.00
03/26/18	0000067896	C	1	03/28/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	201.00	
				03/26/2018			0000067896									201.00
03/26/18	0000067897	A		03/26/2018	KLEIN EDUCATIONAL SYSTEMS, INC	AUTOMOTIVE SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	11,073.38	
				03/26/2018			0000067897									11,073.38
03/26/18	0000067898	A		03/26/2018	FOUNDATION FOR CALIFORNIA	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	17-18	110.00	
				03/26/2018			0000067898									110.00
03/26/18	0000067899	A		03/26/2018	PCC NETWORK SOLUTIONS	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	5810	3057000	17-18	412.04	
				03/26/2018			0000067899									412.04
03/26/18	0000067900	A		03/26/2018	LETSCO MEDICAL	PHARMACEUTICALS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	4,092.00	
				03/26/2018			0000067900									4,092.00

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03/26/18	0000067901	A		03/26/2018	MARIANNA INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	6,418.36	
				03/26/2018			0000067901			MARIANNA INC						6,418.36
03/26/18	0000067902	A		03/26/2018	POISE MAKE UP	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	3,158.86	
				03/26/2018			0000067902			POISE MAKE UP						3,158.86
03/26/18	0000067903	A		03/28/2018	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	7,949.70	
				03/26/2018			0000067903			DERMALOGICA						7,949.70
03/26/18	0000067904	A		03/26/2018	SAW STOP LLC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	563.93	
				03/26/2018			0000067904			SAW STOP LLC						563.93
03/26/18	0000067905	A		03/26/2018	JAN-AL INNERPRIZES, INC.	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	1,900.92	
								01.3	00000.0	00000	70360	6450	0900000	17-18	1,346.85	
				03/26/2018			0000067905			JAN-AL INNERPRIZES, INC.						3,247.77
03/26/18	0000067906	A		03/26/2018	INDUSTRIAL BLADE	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	17-18	323.53	
				03/26/2018			0000067906			INDUSTRIAL BLADE						323.53
03/26/18	0000067907	A		03/26/2018	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	17-18	326.13	
				03/26/2018			0000067907			WOODCRAFT #553						326.13
03/26/18	0000067908	A		03/26/2018	ADVANCE MANUFACTURING	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	574.89	
				03/26/2018			0000067908			ADVANCE MANUFACTURING TECHNIQUES, INC						574.89
03/26/18	0000067909	A		03/26/2018	TOOLS TODAY	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	17-18	2,291.53	
				03/26/2018			0000067909			TOOLS TODAY						2,291.53

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03/26/18	0000067910	A		03/30/2018	AMERICAN TECHNICAL	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	522.51	
				03/26/2018			0000067910			AMERICAN TECHNICAL PUBLISHERS						522.51
03/27/18	0000067911	A		03/27/2018	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	17-18	5,051.98	
				03/27/2018			0000067911			HENRY SCHEIN INC						5,051.98
03/27/18	0000067912	A		03/27/2018	ISMILE DENTAL PRODUCTS, INC.	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	17-18	824.45	
				03/27/2018			0000067912			ISMILE DENTAL PRODUCTS, INC.						824.45
03/27/18	0000067913	A		03/27/2018	GOLDEN STAR TECHNOLOGY INC.	CAMERA SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	6,419.66	
				03/27/2018			0000067913			GOLDEN STAR TECHNOLOGY INC.						6,419.66
03/27/18	0000067914	A		03/27/2018	PAVEWEST	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	10,250.00	
				03/27/2018			0000067914			PAVEWEST						10,250.00
03/27/18	0000067915	A		03/27/2018	PAVEWEST	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6120	7100000	17-18	1,800.00	
				03/27/2018			0000067915			PAVEWEST						1,800.00
03/27/18	0000067916	A		03/27/2018	KILGORE INTERNATIONAL INC.	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	17-18	371.00	
				03/27/2018			0000067916			KILGORE INTERNATIONAL INC.						371.00
03/28/18	0000067917	A		03/28/2018	DEMCO	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	17-18	1,609.58	
				03/28/2018			0000067917			DEMCO						1,609.58
03/28/18	0000067918	A		03/28/2018	MCMaster CARR SUPPLY CO.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	17-18	237.30	
								01.3	00000.0	03000	70200	6450	0900000	17-18	2,077.50	
				03/28/2018			0000067918			MCMaster CARR SUPPLY CO.						2,314.80

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03/28/18	0000067919	A		03/28/2018	BUDROVICH, NOELLE G.	PHYSICAL THERAPY SUPP/EQUIP 03/28/2018	Oth Instr Sup Services 0000067919	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	100.00
03/28/18	0000067920	A		03/28/2018	HOLDEN, MICHAEL	PHYSICAL THERAPY SUPP/EQUIP 03/28/2018	Oth Instr Sup Services 0000067920	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	100.00
03/28/18	0000067921	P		03/28/2018	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES 03/28/2018	Physical Sciences 0000067921	01.0	00000.0	00000	02570	4320	1951000	17-18	48.79	48.79
03/28/18	0000067922	A		03/28/2018	ORR, SUSAN S.	PHYSICAL THERAPY SUPP/EQUIP 03/28/2018	Oth Instr Sup Services 0000067922	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	100.00
03/28/18	0000067923	A		03/28/2018	RODRIGUES, JEFFREY SCOTT	PHYSICAL THERAPY SUPP/EQUIP 03/28/2018	Oth Instr Sup Services 0000067923	01.3	00000.0	04500	70200	5810	6190000	17-18	100.00	100.00
03/28/18	0000067924	A		03/28/2018	ARBOR SCIENTIFIC	INSTRUCTIONAL SUPPLIES 03/28/2018	Physical Sciences 0000067924	01.0	00000.0	00000	02570	4320	1951000	17-18	18.62	18.62
03/28/18	0000067925	A		03/28/2018	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES 03/28/2018	Physical Sciences 0000067925	01.0	00000.0	00000	02570	4320	1951000	17-18	762.22	762.22
03/28/18	0000067926	P		03/28/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES 03/28/2018	Oth Instr Sup Services 0000067926	01.3	00000.0	00000	70200	4550	6190000	17-18	69.00	69.00
03/28/18	0000067927	A		03/28/2018	WARD'S NATURAL SCIENCE ESTAB-	INSTRUCTIONAL SUPPLIES 03/28/2018	SEM-Biology 0000067927	01.0	00000.0	00000	02570	4320	1966000	17-18	480.76	480.76

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03/28/18	0000067928	A		03/28/2018	TRIARCH	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	17-18	531.08	
						03/28/2018	0000067928		TRIARCH							531.08
03/28/18	0000067929	P		03/28/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	50.97	
						03/28/2018	0000067929		AMAZON							50.97
03/28/18	0000067930	A		03/28/2018	RAN GRAPHICS	ADVERTISING	Physical Sciences	01.0	00000.0	00000	02570	5830	1951000	17-18	229.53	
						03/28/2018	0000067930		RAN GRAPHICS							229.53
03/29/18	0000067931	A		03/29/2018	KI	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	93,462.70	
						03/29/2018	0000067931		KI							93,462.70
03/29/18	0000067932	A		03/29/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	18,705.00	
						03/29/2018	0000067932		KEENAN & ASSOCIATES							18,705.00
03/29/18	0000067933	A		03/29/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	1,053.40	
						03/29/2018	0000067933		KEENAN & ASSOCIATES							1,053.40
03/29/18	0000067934	A		03/29/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	1,611.00	
								42.2	00000.0	00000	65061	5730	7100000	17-18	1,526.30	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	2,418.00	
						03/29/2018	0000067934		PUBLIC AGENCY LAW GROUP							5,555.30
03/29/18	0000067935	A		03/29/2018	CAL WEST ENVIRONMENTAL	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	17-18	3,088.00	
						03/29/2018	0000067935		CAL WEST ENVIRONMENTAL SERVICES							3,088.00
03/29/18	0000067936	A		03/30/2018	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.0	00000.0	00100	02520	4325	1055000	17-18	128.75	

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						03/29/2018	0000067936	NAIMIE'S BEAUTY CENTER								128.75
03/29/18	0000067937	A		03/30/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	81.02	
						03/29/2018	0000067937	HIROHAMA, STEVEN								81.02
03/30/18	0000067938	A		03/30/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	8,467.96	
						03/30/2018	0000067938	US BANK EQUIPMENT FINANCE								8,467.96
03/30/18	0000067939	A		03/30/2018	MURGUIA, STEPHANIE	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	17-18	2,000.00	
						03/30/2018	0000067939	MURGUIA, STEPHANIE								2,000.00
03/30/18	0000067940	A		03/30/2018	STANTON, MICHAEL	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	17-18	500.00	
						03/30/2018	0000067940	STANTON, MICHAEL								500.00
03/30/18	0000067941	A		03/30/2018	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	17-18	75.49	
						03/30/2018	0000067941	JUNTILLA, TIMOTHY								75.49
03/30/18	0000067942	P		03/30/2018	AMAZON	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	17-18	214.20	
						03/30/2018	0000067942	AMAZON								214.20
03/30/18	0000067943	A		03/30/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	17-18	33,543.14	
						03/30/2018	0000067943	GOLDEN STAR TECHNOLOGY INC.								33,543.14
03/30/18	0000067944	A		03/30/2018	TEXTHELP SYSTEMS INC.	SOFTWARE	Disabled Students	01.3	00000.0	00000	79000	5810	6420000	17-18	1,250.00	
						03/30/2018	0000067944	TEXTHELP SYSTEMS INC.								1,250.00
03/30/18	0000067945	A		03/30/2018	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	17-18	173.56	

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						03/30/2018	0000067945	RODGER'S CATERING								173.56
03/30/18	0000067946	A		03/30/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	17-18	21,755.70	
						03/30/2018	0000067946	GOLDEN STAR TECHNOLOGY INC.								21,755.70
03/30/18	0000067947	A		03/30/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	17-18	1,081.82	
						03/30/2018	0000067947	OFFICE DEPOT/BUSINESS SVCS DIV								1,081.82
03/30/18	0000067948	A		03/30/2018	LIBERTY PAPER	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	17-18	9,327.21	
						03/30/2018	0000067948	LIBERTY PAPER								9,327.21
03/30/18	0000067949	A		03/30/2018	FOKI'S MICROSCOPE'S	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	17-18	595.35	
						03/30/2018	0000067949	FOKI'S MICROSCOPE'S INSTRUMENT								595.35
03/30/18	0000067950	A		03/30/2018	COMMUNITY COLLEGE INTERNAL	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	17-18	85.00	
						03/30/2018	0000067950	COMMUNITY COLLEGE INTERNAL AUDITORS								85.00
03/30/18	0000067951	A		03/30/2018	QUESADA, DEANNA	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75901	4550	1305700	17-18	57.99	
						03/30/2018	0000067951	QUESADA, DEANNA								57.99
03/30/18	0000067952	P		03/30/2018	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Community Recreation	39.0	00000.0	00000	72560	7310	6810000	17-18	3,977.00	
						03/30/2018	0000067952	CERRITOS COLLEGE DISTRICT								3,977.00
03/30/18	0000067953	A		03/30/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	17-18	406.80	
						03/30/2018	0000067953	BANK OF AMERICA								406.80
03/30/18	0000067954	P		03/30/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	61.10	

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						03/30/2018	0000067954	BANK OF AMERICA								61.10
03/30/18	0000067955	A		03/30/2018	KLEIN EDUCATIONAL SYSTEMS, INC	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6410	0900000	17-18	15,921.83	
						03/30/2018	0000067955	KLEIN EDUCATIONAL SYSTEMS, INC								15,921.83
03/30/18	0000067956	A		03/30/2018	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	512.23	
						03/30/2018	0000067956	GOLDEN STAR TECHNOLOGY INC.								512.23
03/30/18	0000067957	A		03/30/2018	MCMaster CARR SUPPLY CO.	PLASTICS SUPP/EQUIP	Plastic Mfg Tech	01.0	00000.0	00100	02600	4325	0980000	17-18	56.76	
						03/30/2018	0000067957	MCMaster CARR SUPPLY CO.								56.76
03/30/18	0000067958	A		03/30/2018	MCMaster CARR SUPPLY CO.	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	200.05	
						03/30/2018	0000067958	MCMaster CARR SUPPLY CO.								200.05
03/30/18	0000067959	P		03/30/2018	LOS ALAMITOS AUTO PARTS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	17-18	377.07	
						03/30/2018	0000067959	LOS ALAMITOS AUTO PARTS, INC.								377.07
03/30/18	0000067960	A		03/30/2018	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	3,902.10	
								01.3	00000.0	00000	70360	6450	0900000	17-18	1,518.65	
						03/30/2018	0000067960	CDW-GOVERNMENT INC								5,420.75
03/30/18	15P010-07	A		03/30/2018	THE SOLIS GROUP	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	144,189.00	
						03/30/2018	15P010-07	THE SOLIS GROUP								144,189.00
03/13/18	16P015B	A	1	03/19/2018	FIELD TURF USA, INC	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64035	6120	7100000	17-18	84,899.12	
						03/13/2018	16P015B	FIELD TURF USA, INC								84,899.12

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03/19/18	17C0090	A		03/19/2018	ACME NETWORK, THE	CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	00000	70265	5810	6190000	17-18	7,500.00	
				03/19/2018			17C0090			ACME NETWORK, THE						7,500.00
03/27/18	17C0123	A		03/27/2018	POLLARD, ERIN	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	250.00	
				03/27/2018			17C0123			POLLARD, ERIN						250.00
03/12/18	17C0135	A		03/12/2018	TAYLOR, LATONIA	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	250.00	
				03/12/2018			17C0135			TAYLOR, LATONIA						250.00
03/06/18	17C0138	A		03/06/2018	SENOUR, MARIA NIETO	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	700.00	
				03/06/2018			17C0138			SENOUR, MARIA NIETO						700.00
03/28/18	17C0140	A		03/28/2018	HOT DOG ON A STICK	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	5810	6493000	17-18	4,104.50	
				03/28/2018			17C0140			HOT DOG ON A STICK						4,104.50
03/22/18	17C0151	A		03/22/2018	KAISER, BARBARA	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	5810	6920000	17-18	1,750.00	
								01.3	00000.0	00000	70790	5810	6920000	17-18	1,750.00	
				03/22/2018			17C0151			KAISER, BARBARA						3,500.00
03/26/18	17C0154	A		03/26/2018	AFFORDABLE HOME SERVICES, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	17-18	12,475.00	
				03/26/2018			17C0154			AFFORDABLE HOME SERVICES, INC.						12,475.00
03/30/18	17C0159	A		03/30/2018	TOTAL COMPENSATION	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	10110	04100	5890	6720000	17-18	13,410.00	
				03/30/2018			17C0159			TOTAL COMPENSATION SYSTEMS, INC.						13,410.00
03/22/18	17FC0037	A		03/22/2018	EBERHARD	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	21,870.00	
				03/22/2018			17FC0037			EBERHARD						21,870.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 35

Run Date: 03/31/2018

Run Time: 03:54:31AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
03/12/18	17FC0038	A		03/12/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	19,760.00	
				03/12/2018			17FC0038			RDM ELECTRIC CO., INC.						19,760.00
03/27/18	17FC0040	A		03/27/2018	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	24,848.00	
				03/27/2018			17FC0040			ENVISE						24,848.00
03/22/18	17FC0041	A		03/22/2018	SWG PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65057	6130	7100000	17-18	18,512.00	
				03/22/2018			17FC0041			SWG PLUMBING						18,512.00
03/01/18	17P008	A		03/13/2018	DALKE & SONS CONSTRUCTION,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65036	6220	7100000	17-18	903,860.00	
				03/01/2018			17P008			DALKE & SONS CONSTRUCTION, INC.						903,860.00
03/01/18	17P009	A		03/01/2018	AUDIO ASSOCIATES OF SAN DIEGO	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6220	7100000	17-18	665,913.00	
				03/01/2018			17P009			AUDIO ASSOCIATES OF SAN DIEGO						665,913.00
03/30/18	65390B	A		03/30/2018	PATTERSON DENTAL SUPPLY INC.	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70260	4320	0900000	17-18	2,048.11	
				03/30/2018			65390B			PATTERSON DENTAL SUPPLY INC.						2,048.11
03/21/18	67074A	A		03/21/2018	CAL POLY POMONA FOUNDATION, INC.	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	5810	6300000	17-18	222.89	
				03/21/2018			67074A			CAL POLY POMONA FOUNDATION, INC.						222.89
03/22/18	67700A	P		03/22/2018	AMAZON	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4550	6920000	17-18	50.91	
				03/22/2018			67700A			AMAZON						50.91
03/23/18	67740A	P		03/23/2018	HOME DEPOT CREDIT SERVICES	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	17-18	55.34	
				03/23/2018			67740A			HOME DEPOT CREDIT SERVICES						55.34

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 36

Run Date: 03/31/2018

Run Time: 03:54:31AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
03/23/18	C10112776A	A		03/23/2018	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6220	7100000	17-18	90,526.00	
						03/23/2018	C10112776A									90,526.00
03/13/18	C10112778A	A		03/13/2018	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64035	6220	7100000	17-18	1,318.00	
						03/13/2018	C10112778A									1,318.00

Total by District : 64360	2,821,126.66	2,821,126.66
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End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of March 2018

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of March 2018.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of contracts that were processed during the month of March 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

March 2018 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of March 2018**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
17C0140	Hot Dog on a Stick	Contractor to provide food services for Senior Preview Day	04/27/18	04/27/18	\$6,604.50	School Relations/ Student Activities
17C0141	Los Angeles County Office of Education	Contractor to provide reimbursement for Administrative costs related to the California School-Based Medi-Cal Administrative Activities Program (SMAA).	07/01/17	06/30/20	N/A	DSPS
17C0142*						
17C0143*						
17C0144*						
17C0145*						
17C0146*						
17C0147*						
17C0148*						
17C0149	Base 11	Contractor to provide funding, program management and executive resources needed to fulfill its role in the implementation of the B11 Fellowship and Academic Year-Round Internships program	07/01/18	06/30/23	No Cost	Academic Affairs
17C0150*						
17C0151	Barbara Kaiser	Contractor to provide a workshop to Child Development Center Staff and Child Development students on the topic of responding to children's behavior	04/21/18	04/21/18	\$3,000.00	Health Occupations
17C0152	Valley Christian High School	Memorandum of Understanding between Contractor and Cerritos College to provide dual enrollment courses at designated high schools.	05/01/18	06/30/19	No Cost	Educational Partnerships & Programs

Consideration of Approval of New/Amended Contracts for the Month of March 2018

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
17C0153	Lowell Joint School District	District to provide Contractor with reimbursement for substitute pay for Allison Fonti to attend the EDEL Department meeting/training at Cerritos College.	04/06/18	04/06/18	\$200.00	Educational Partnerships & Programs
17C0154	Affordable Home Services, Inc.	Contractor to provide insurance for the Motorcycle Riding Class students and instructors.	02/20/18	02/19/18	\$12,475.00	Community Education
17C0155**						

*Contract was submitted as a separate Board item due to dollar amount and has already been approved
** No contract was issued under this contract number
***Pending
****For tracking purposes only

**Consideration of Approval of New/Amended Contracts
for the Month of March 2018**

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
17FC0040	Enviser	Contractor to provide labor and materials for the demo and retrofit of the controls at the Classroom Building Room 34.	03/05/18	03/04/19	\$24,848.00	Facilities
17FC0041	SWG Plumbing	Contractor to provide installation of the storm ejection tank and run ejection pipe to termination point at the Shade Structures.	03/13/18	03/12/19	\$18,512.00	Facilities
17FC0042	Preferred Landscape, Inc.	Contractor to clean up existing plant material and install of Gold Rock Mulch at the corner of the Metals Building and Old Falcon Way.	03/13/18	03/12/19	\$15,324.00	Facilities
17FC0043	Preferred Landscape, Inc.	Contractor to provide landscape and irrigation work at the North Walk planters for the Shade Structures	03/29/18	03/28/19	\$43,920.00	Facilities
15P010-08	TSG Enterprises, Inc. dba The Solis Group	Contractor to provide labor compliance program administrative services for the Stadium ADA Upgrade project	03/05/18	05/30/18	\$11,706.00	Facilities
14P010-23	The Converse Professional Group dba Converse Consultants	Contractor to provide geotechnical observation and testing for the Stadium ADA Upgrade project	03/05/18	06/30/18	\$24,260.00	Facilities

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Agreement with Straight Talk Counseling for General Counseling Services

ACTION

It is recommended that the Board of Trustees approve the agreement with Straight Talk Counseling 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 \$44,000; 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 COUNSELING

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 Counseling to provide general counseling services for Cerritos College students, as well as, training and supervision of marriage and family therapist interns.

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 \$44,000 for Fiscal Year 2018-2019 at the rate of \$35 per hour.

Period: The time period of the agreement is from July 1, 2018 through June 30, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0004 – Straight Talk Counseling



**PROVIDER SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
STRAIGHT TALK COUNSELING**

Contract No. 18C0004

This Provider Services Agreement ("Agreement") is made and entered on **July 1, 2018**, by and between **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, 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, 2018**, and end on **June 30, 2019**. 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-Four Thousand and 00/100 Dollars (\$44,000.00)**.

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

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: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Sub-Contractor Agreement with Artesia High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Artesia High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

ARTESIA HIGH SCHOOL

SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Apple Valley High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from May 3, 2018 through January 31, 2020.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 17C0160 – Artesia High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
APPLE VALLEY HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. 17C0160

This Sub-Contractor Agreement ("Agreement") is made and entered on **May 3, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Artesia High School**, (herein after referred to as "SHS" or "Sub-Contractor"), a high school with its principal place of business at 12108 E. Del Amo Blvd., Lakewood, CA 90715, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **May 3, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must provide expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.
- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or

unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

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

Fax: (562) 467-5020

ARTESIA HIGH SCHOOL:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

ARTESIA HIGH SCHOOL:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 2, 2018**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT:	Consideration of Approval of Amendment of Contract with Christina Rigas Mulcahy for Career Pathways Specialist Services for the Strong Workforce Regional Project
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ACTION

It is recommended that the Board of Trustees approve the amendment to the contract with Christina Rigas Mulcahy for Career Pathways Specialist services for the Strong Workforce Regional Project.

FISCAL IMPACT

There will be no change to the funding amount received by Cerritos College of \$120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – AMENDMENT

CHRISTINA RIGAS MULCAHY

CAREER PATHWAYS SPECIALIST FOR THE STRONG WORKFORCE REGIONAL PROJECT

Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor's Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

On July 19, 2017, the Board of Trustees approved for Cerritos College to contract with Christina Rigas Mulcahy ("Consultant") for Career Pathways Specialist services for the Strong Workforce Regional Project as applicable for the college for the period of July 31, 2017 through May 31, 2018, which allows staff to meet required program objectives and obligations.

The consultant is responsible for, but not limited to, the following duties: reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs. The consultant is paid on a time and materials basis at the hourly rate of \$60.00 per hour, for a maximum of 35 hours per week.

At this time, Cerritos College wishes to enter into an amendment with the Consultant to extend the end term of her contract until August 31, 2018. The total contract sum will remain unchanged for the not-to-exceed amount of \$120,000; however, the material, supplies, and travel expenditure allowances will be reallocated towards the available hourly billing. No other changes to the contract are required at this time.

Period: The time period will be changed to July 31, 2017 through August 31, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Contract No. 17C0011 – Christina Rigas Mulcahy

Contract No. 17C0011 – Christina Rigas Mulcahy

Exhibit B to Contract No. 17C0011 – Christina Rigas Mulcahy – Statement of Work



CERRITOS COMMUNITY COLLEGE DISTRICT CONTRACT AMENDMENT FORM

AMENDMENT NO. 1

To

CONTRACT NO. 17C0011

The AGREEMENT made and entered on **July 20, 2017**, 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 **Christina Rigas Mulcahy**, an individual residing at 5282 East Abbeyfield St., Long Beach, CA 90815 ("CONTRACTOR"), is **AMENDED** on **May 3, 2018**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **July 20, 2017** ("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. MODIFY AGREEMENT, Page 2, Item 2.0. Term, to extend the term of the Agreement by extending the end date, as follows:

2.1 The term of this Agreement shall begin on **July 31, 2017**, and end on ~~May 31, 2018~~ **August 31, 2018**, 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").

2. MODIFY AGREEMENT, Page 2, Item 3.0 SERVICE FEES, EXPENSES, AND INVOICING, to reallocate funding within the Agreement, as follows:

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$60.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of ~~NINETY-TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$92,400.00)~~ ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00)**, billed on a time and materials (T&M) basis. ~~DISTRICT shall reimburse CONTRACTOR for materials and supplies for the Not-to-Exceed amount of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00), and for travel expenditures for the total Not-to-Exceed amount of TWENTY FIVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$25,600.00).~~

3. 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.
4. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

DRAFT



Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0011

PARTIES AND DATE

This Agreement is made and entered into this 20th day of July, 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 **Christina Rigas Mulcahy** ("CONTRACTOR"), an individual, residing at 5282 East Abbeyfield Street, Long Beach, CA 90815. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Career Pathways Specialist Services for the Strong Workforce Regional Project**; and

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

WHEREAS, CONTRACTOR represents that she possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Career Pathways Specialist Services for the Strong Workforce Regional Project, includes, but is not limited to reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs, per Scope of Work (3 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall provide **Career Pathways Specialist Services for the Strong Workforce Regional Project** in accordance with this Agreement, current and generally accepted principles and

practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **July 31, 2017**, and end on **May 31, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Career Pathways Specialist Services for the Strong Workforce Regional Project** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$60.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of NINETY-TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$92,400.00)**, billed on a time and materials (T&M) basis. DISTRICT shall reimburse CONTRACTOR for materials and supplies for the Not-to-Exceed amount of **TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00)**, and for travel expenditures for the total Not-to-Exceed amount of **TWENTY FIVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$25,600.00)**.

3.2 Expenses. Pursuant to the Not-to-Exceed reimbursable amounts set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind

or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain her work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that she has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Christina Rigas Mulcahy**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Christina Rigas Mulcahy** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that she is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that her employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at her own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or her subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting her work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that she fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that she has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of her subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By her signature hereunder, CONTRACTOR certifies that she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that she is an equal opportunity employer and she shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not

less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at her expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, her agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of her subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability*: with limits of not less than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible

conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or her subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and her officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for her Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data

made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 Confidentiality. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for

performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 20.0 AMENDMENT; MODIFICATION.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.
- 21.0 NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: Christina Mulcahy
(Name & Title)

Tel: (562) 260-0898

For Notices: 5282 E. Abbeyfield St.
Long Beach, CA 90815

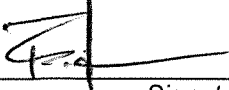
Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

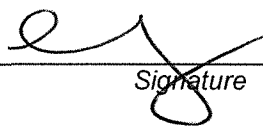
IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: 
Signature
FELIPE Z. LOPEZ
V.P. of Business Services
Typed or Printed Name, & Title

Date: 7/31/2017

CONTRACTOR:

By: 
Signature
Christina Mulcahy
Typed or Printed Name, & Title
570-77-2059
Tax Identification Number (EIN)

Date: 7/25/17

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

The AGREEMENT made and entered on _____, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and _____, an individual residing at _____ ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Christina Mulcahy

Typed or Printed Name, & Title

Work Plan
Career Pathway Specialist for Cerritos College
7/1/17 – 6/30/18

Objective #1: Identify and hire a Career Pathway Specialist to implement the LA County Regional Project.

Activities	Desired outcome	Person responsible	Timeline
1. Review generic Career Pathway Specialist job description	Hire the Career Pathway Specialist	EPP Director	June – July 2017
2. Provide an orientation to CTE and college policies & procedures	Orientation provided and attended by Career Specialist	EPP Director	July – August 2017
3. Participate in Career Pathway Specialist Orientation	Orientation to be completed	Project Director	September – October 2017

Work Plan
 Career Pathway Specialist for Cerritos College
 7/1/17 – 6/30/18

Objective #2: Implement and/or align local policies and procedures with regional policies developed during the 2015 - 2016 year.

Activities	Desired outcome	Person responsible	Timeline
1. Review regional policies and procedures with CTE Dean and/or appropriate staff to determine action needed	Policies and procedures approved by local board and administrative staff.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2017
2. Align college procedures with local curriculum procedures/practices.	Create standard operating procedures (SOP) for alignment of college procedures with curriculum procedures, and distribute those SOP to all necessary stakeholders.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2017 – Spring 2018
3. Collaborate with local high school and adult education entities, and identify meetings and activities for their participation.	K-12 districts will participate in different career pathways meeting to facilitate alignment between K-12 district and Cerritos College.	Career Pathway Specialist, EPP Director	Fall 2017 – Spring 2018
4. Identify opportunities for increasing Career Pathways, including Articulation and Dual Enrollment (AB 288 & non AB 288)	Create new articulation agreements in new CTE pathways.	Career Pathway Specialist, EPP Director	Fall 2017 – Spring 2018
5. Identify Work based learning activities as well as work experience/internships at both high school and community colleges.	Create a database of internship opportunities and distribute to students and K-12 partners.	Career Pathway Specialist	Fall 2017 – Spring 2018

Work Plan
 Career Pathway Specialist for Cerritos College
 7/1/17 – 6/30/18

Objective #3: Identify current Career Pathways at local college, including non-credit pathways and ensure that data is being captured with local MIS.

Activities	Desired outcome	Person responsible	Timeline
1. Review and revise current CTE Matrix and submit to project director	CTE Matrix will be update to reflect all CTE programs at Cerritos College	Career Pathway Specialist	Fall 2017
2. Add current non – credit CTE programs to CTE Matrix	Meet with Associate Dean of Adult Education to identify any noncredit CTE programs.	Career Pathway Specialist	Fall 2017
3. Participate in local CTE Advisory Committee Meetings to ensure relevance of program and certificates	Create a list of all CTE Advisory meeting and attend meetings. Share this information back to K-12 district partners.	Career Pathway Specialist	Fall 2017 – Spring 2018
4. Implement CATEMA or some other data collection system for capturing articulated course into local MIS	Determine if Cerritos College will use CATEMA to track articulation agreements.	Career Pathway Specialists, Director of IT, EPP Director	Fall 2017 – Spring 2018
5. Identify non-credit courses and potential alignment with existing CTE program	Meet with Associate Dean of Adult Education to identify non-credit courses to see if any align with current CTE programs.	Career Pathway Specialist, Associate Dean of Adult Education	Fall 2017 - Spring 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 2, 2018**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend the Master Independent Consulting Agreement with The Converse Professional Group dba Converse Consultants for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool
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ACTION

It is recommended that the Board of Trustees approve the amendment to the Master Independent Consulting Agreement ("Master Agreement") with The Converse Professional Group dba Converse Consultants for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

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 – AMENDMENT

**THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
MASTER INDEPENDENT CONSULTING AGREEMENT**

Purpose: On July 15, 2014, Cerritos College released Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide geotechnical analysis, recommendations, and geotechnical inspection for site improvements, renovations,

and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On November 12, 2014, Cerritos College was approved to enter into a Master Agreement with The Converse Professional Group dba Converse Consultants for future geotechnical engineering, materials testing and special inspection services. A Master Agreement was developed by Cerritos College to standardize geotechnical engineering, materials testing and special inspection services contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around November 13, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms.

On August 16, 2017, Cerritos College issued Amendment No. 1 to the Master Agreement which provided for a one-year renewal option extending the end term of the agreement through June 30, 2018; no other changes were made to the agreement.

At this time, Cerritos College would like to amend the Master Agreement a second time to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2019; there will be no other changes to any of the other terms and conditions of the agreement.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 2 to Contract No. 14P010, Master Independent Consultant Agreement – The Converse Professional Group dba Converse Consultants

Amendment No. 1 to Contract No. 14P010, Master Independent Consultant Agreement – The Converse Professional Group dba Converse Consultants

Contract No. 14P010, Master Independent Consultant Agreement – The Converse Professional Group dba Converse Consultants

Sample Project Assignment Agreement (PAA) to Master Independent Consultant Agreement



Cerritos College

CONTRACT NO. 14P010

AMENDMENT No. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group dba Converse Consultants** ("CONSULTANT"), with its principal place of business at 717 S. Myrtle Avenue, Monrovia, CA 91016, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

2. Term. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2018~~ **June 30, 2019**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

CONSULTANT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name & Title

Typed or Printed Name & Title

E-mail Address

Tax ID Number



Cerritos College

CONTRACT NO. 14P010

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group dba Converse Consultants** ("CONSULTANT"), with its principal place of business at 717 S. Myrtle Avenue, Monrovia, CA 91016, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

2. Term. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2017~~ June 30, 2018, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By:

Signature

FELIPE D. LOPEZ
V.P. of Business Services
Typed or Printed Name & Title

CONSULTANT:

By:

Signature

SIVA K. SIVATHASAN, Sr. VP
Typed or Printed Name & Title

ksivathasan@converseconsultants.com
E-mail Address

95-4020122

Tax ID Number



MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering, Materials Testing Services & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13 day of November, 2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide **geotechnical analysis, recommendation and geotechnical**

inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Master Agreement
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> </u>	Signed PAA (<i>if applicable</i>)
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. Not Used.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
 - 4.4. District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - 5.1. Not Used
6. **Independent Contractor.** Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:
 - 7.1. Not Used

8. Performance of Services.

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
- 8.5. **Extended Hours.** Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by

Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

- 18. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.
- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. Not Used.**
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

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

If to Consultant:

**The Converse Professional Group, DBA
Converse Consultants**

ATTN: Siva K. Sivathasan
Address: 222 E. Huntington Pr., # 211
Monrovia, CA 91016
Phone: 626-930-1200
Fax: 626-930-1212
Email: ksivathasan@converseconsultants.com

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

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: December 23, 2014

Cerritos Community College District

By:

Print Name: DR. Dawid EL Fattal

Print Title: Vice President of Business Services

Dated: December 1, 2014

The Converse Professional Group, DBA
Converse Consultants

By:

Print Name: Siva K. Sivathasan

Print Title: Vice President

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or
Social Security Number

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



Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

WORKER'S COMPENSATION CERTIFICATION



Cerritos College

EXHIBIT "A"

Statement of Work and Technical Specifications

1. Task Description.

A. Geotechnical Engineering Services:

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

B. Material Testing and Special Inspection Services:

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. Constraints on the Firm

- ##### A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. Contractor Personnel Requirements. The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. Test & Inspection Firm Responsibilities.

- ##### A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. District Responsibilities. The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. Evaluation of Contractor Performance.

- ##### A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

EXHIBIT A

- B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. Reporting Requirements and Procedures.

- A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.
- B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

- A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

- A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E. Premium time and double time shall be calculated per the Director of Industrial Relations.
- F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 2, 2018**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend the Master Independent Consulting Agreement with Koury Engineering & Testing, Inc. for Cerritos College's Geotechnical Engineering, Materials Testing and Special Inspection Services Pool
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ACTION

It is recommended that the Board of Trustees approve the amendment to the Master Independent Consulting Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of maintaining a qualified pool of Geotechnical Engineering, Materials Testing, and Special Inspection Services firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

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 – AMENDMENT

KOURY ENGINEERING & TESTING, INC.

MASTER INDEPENDENT CONSULTING AGREEMENT

Purpose: On July 15, 2014, Cerritos College released Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide geotechnical analysis, recommendations, and geotechnical inspection for site improvements, renovations,

and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On November 12, 2014, Cerritos College was approved to enter into a Master Agreement with Koury Engineering & Testing, Inc. for future geotechnical engineering, materials testing and special inspection services. A Master Agreement was developed by Cerritos College to standardize geotechnical engineering, materials testing and special inspection services contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around November 13, 2014 and ending on June 30, 2017, with the option of two one-year renewal terms.

On August 16, 2017, Cerritos College issued Amendment No. 1 to the Master Agreement which provided for a one-year renewal option extending the end term of the agreement through June 30, 2018; no other changes were made to the agreement.

At this time, Cerritos College would like to amend the Master Agreement a second time to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2019; there will be no other changes to any of the other terms and conditions of the agreement.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 2 to Contract No. 14P011, Master Independent Consultant Agreement – Koury Engineering & Testing, Inc.

Amendment No. 1 to Contract No. 14P011, Master Independent Consultant Agreement – Koury Engineering & Testing, Inc.

Contract No. 14P011, Master Independent Consultant Agreement – Koury Engineering & Testing, Inc.

Sample Project Assignment Agreement (PAA) to Master Independent Consultant Agreement



AMENDMENT No. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

2. Term. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2018~~ **June 30, 2019**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

CONSULTANT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name & Title

Typed or Printed Name & Title

E-mail Address

Tax ID Number



Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

2. Term. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~June 30, 2017~~ June 30, 2018, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By:

Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES

Typed or Printed Name & Title

CONSULTANT:

By:

Signature

Tommy Wright CBDO

Typed or Printed Name & Title

tommyw@kouryengineering.com

E-mail Address

Tax ID Number



MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13 day of November, 2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Master Agreement
<u> X </u>	Exhibit "A" – Description of Consultant Services
<u> </u>	Exhibit "B" – Consultant's Hourly Billing Rates (<i>if applicable</i>)
<u> </u>	Signed PAA (<i>if applicable</i>)
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. Not Used.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
 - 4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - 5.1. Not Used
6. **Independent Contractor.** Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:
 - 7.1. Not Used

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
- 8.5. **Extended Hours.** Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

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

12.3.1. material violation of this Master Agreement by the Consultant; or

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

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

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20.** Not Used.
- 21. No Rights in Third Parties.** This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. Limitation of District Liability.** Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District

ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Koury Engineering & Testing Inc.

ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: BridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

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

- 26. Integration/Entire Agreement of Parties.** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.
- 27. California Law.** This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.
- 31. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.
- 34. Calculation of Time.** For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.
- 36. Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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

Dated: 1/13, 2015

Cerritos Community College District

By: [Signature]

Print Name: DR. DAVID EL FATAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: [Signature]

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave

Chino, CA 91710

Telephone: 909/604-6111

Facsimile: 909/604-6555

E-Mail: BridgetS@kouryengineering.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-4794329

Employer Identification and/or
Social Security Number

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



Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date:

12/3/14

Name of Consultant:

Koury Engineering

Signature:

Print Name and Title:

Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. Task Description.

A. Geotechnical Engineering Services:

- i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.
- ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

B. Material Testing and Special Inspection Services:

- i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. Constraints on the Firm

- ##### **A.**
- Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

- ##### **B.**
- Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. Contractor Personnel Requirements.

The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. Test & Inspection Firm Responsibilities.

- ##### **A.**
- The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. District Responsibilities.

The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. Evaluation of Contractor Performance.

- ##### **A.**
- The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.
- ##### **B.**
- The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. Reporting Requirements and Procedures.

- A.** Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.
- B.** Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.
- C.** Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.
- D.** Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

- A.** California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.
- B.** Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

- A.** Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors
- B.** No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.
- C.** Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,
- D.** Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.
- E.** Premium time and double time shall be calculated per the Director of Industrial Relations.
- F.** Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend the Master Inspector of Record Services Agreement with TYR, Inc. for the District's Inspector of Record Services Pool
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ACTION

It is recommended that the Board of Trustees approve the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with TYR, Inc. for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

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 – AMENDMENT

TYR, INC.

MASTER INSPECTOR OF RECORDS SERVICES AGREEMENT

Purpose: On March 25, 2014, Cerritos College released Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide DSA Certified Level 1, 2, and 3 Inspector of Record (IOR) services for site improvements, renovations, and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On July 16, 2014, Cerritos College was approved to enter into a Master Agreement with TYR, Inc. for future inspection services. A Master IOR Agreement was developed by Cerritos College to standardize IOR Service contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around March 1, 2015 and ending on June 30, 2017, with the option of two one-year renewal terms.

On November 18, 2015, Cerritos College issued Amendment No. 1 to the Master Agreement which added language to Page 12, Item (E) Compensation, to include invoice and payment terms and conditions. No other changes to the Master Agreement were made.

On August 16, 2017, Cerritos College issued Amendment No. 2 to the Master Agreement which provided for a one-year renewal option extending the end term of the agreement through June 30, 2018; no other changes were made to the agreement.

At this time, Cerritos College would like to amend the Master Agreement a third time to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2019; there will be no other changes to any of the other terms and conditions of the agreement.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 3 to Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.
Amendment No. 2 to Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.
Amendment No. 1 to Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.
Contract No. 13P036, Master Inspector Services Agreement – TYR, Inc.



Cerritos College

CONTRACT NO. 13P036

AMENDMENT No. 3
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **February 25, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **TYR, Inc.** ("INSPECTOR"), with its principal place of business at 4010 Watson Plaza Dr., Suite 205, Lakewood, CA 90712, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~June 30, 2018~~ **June 30, 2019** with the option of two ~~one~~ one year renewal terms ~~term~~ as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

INSPECTOR:

By: _____

Signature

By: _____

Signature

Typed or Printed Name & Title

Typed or Printed Name & Title

E-mail Address

Tax ID Number



AMENDMENT No. 2
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **February 25, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **TYR, Inc.** ("INSPECTOR"), with its principal place of business at 4010 Watson Plaza Dr., Suite 205, Lakewood, CA 90712, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~June 30, 2017~~ June 30, 2018 with the option of ~~two~~ one one-year renewal ~~terms~~ term as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By: 
Signature
FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name & Title

INSPECTOR:

By: 
Signature
Youssef Sobhi, President
Typed or Printed Name & Title
ysobhi@tyrior.com
E-mail Address
14-1880444
Tax ID Number



Cerritos College

CONTRACT NO. 13P036

AMENDMENT No. 1
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
TYR, INC.

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **February 25, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **TYR, Inc.** ("INSPECTOR"), with its principal place of business at 4010 Watson Plaza Dr., Suite 205, Lakewood, CA 90712, is **AMENDED** on **November 18, 2015**, as follows:

Item 1: **Modify** AGREEMENT, Page 12, Item (E) Compensation., by **adding** the following to include invoice and payment terms and conditions:

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT. DISTRICT shall pay INSPECTOR according to the following terms and conditions:

- (1) Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the DISTRICT. Payment shall be made within thirty (30) days after receipt of INSPECTOR'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.
- (2) Invoices shall identify the billing period, AGREEMENT number, PROJECT ASSIGNMENT AGREEMENT number, and INSPECTOR'S Taxpayer Identification Number.
- (3) Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates in accordance with the AGREEMENT, or as otherwise set forth in the applicable PROJECT ASSIGNMENT AGREEMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

[SIGNATURES ON NEXT PAGE]



Cerritos College

DISTRICT:

By:

Handwritten signature of Dr. David El Fattal in black ink.

Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUS. SVCS.

Typed or Printed Name & Title

INSPECTOR:

By:

Handwritten signature of Youssef Sahni in black ink.

Signature

Youssef Sahni President

Typed or Printed Name & Title

Ysahni@tupior.com

E-mail Address

14-1880444

Tax ID Number



MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this **25** day of **February** in the year **2015**, between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and **TYR, Inc.** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on **June 30, 2017** with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.

(2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or

seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector

Commencement/Completion of Work (Form DSA 156);

(W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

(X) Applicable codes and referenced standards;

(Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

(A) All completed Form DSA 152 documents required for the completion of the PROJECT;

(B) All completed Form DSA 6PI documents including interim and final verified reports;

(C) All completed Form DSA 6AE documents including interim and final verified reports;

(D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;

(E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;

(F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;

(G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;

(H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as

required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

- (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,
ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;

- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and

expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.
- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is

not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the

DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This

AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

TYR, Inc.
2760 E Spring Street, Ste 180
Long Beach, California 90806

By: _____

Youssef Ichi
President 3/12/15

DISTRICT:

Cerritos Community College District
11110 Alondra Blvd.
Norwalk California 90650

By: _____

Dr. David El Fatih
DR. DAVID EL FATIHAL
V.P. OF BUSINESS SERVICE

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or
Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$74.00
PROJECT INSPECTOR CLASS 2	\$67.00
PROJECT INSPECTOR CLASS 3	\$64.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Amend the Master Inspector of Record Services Agreement with The Vinewood Company, LLC for the District's Inspector of Record Services Pool
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ACTION

It is recommended that the Board of Trustees approve the amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement") with The Vinewood Company, LLC for the purpose of maintaining a qualified pool of IOR firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT

There is no fiscal impact to Cerritos College for entering into an amendment to the Master Inspector of Record (IOR) Services Agreement ("Master IOR Agreement"). Individual Project Assignment Agreements will continue to be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master IOR Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to inspection firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

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 – AMENDMENT

THE VINEWOOD COMPANY, LLC

MASTER INSPECTOR OF RECORDS SERVICES AGREEMENT

Purpose: On March 25, 2014, Cerritos College released Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of inspection firms to provide DSA Certified Level 1, 2, and 3 Inspector of Record (IOR) services for site improvements, renovations, and new construction on the remaining Measure CC and future Measure G projects, as applicable, as well as any other construction and modernization projects outside of the scope of the bond construction program.

On July 16, 2014, Cerritos College was approved to enter into a Master Agreement with The Vinewood Company, LLC for future inspection services. A Master IOR Agreement was developed by Cerritos College to standardize IOR Service contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. Project Assignment Agreements are entered into for each project and these Project Assignment Agreements are brought before the Board of Trustees for approval or ratification. The initial term was for three years starting on or around February 1, 2015 and ending on June 30, 2017, with the option of two one-year renewal terms.

On November 18, 2015, Cerritos College issued Amendment No. 1 to the Master Agreement which added language to Page 12, Item (E) Compensation, to include invoice and payment terms and conditions. No other changes to the Master Agreement were made.

On August 16, 2017, Cerritos College issued Amendment No. 2 to the Master Agreement which provided for a one-year renewal option extending the end term of the agreement through June 30, 2018; no other changes were made to the agreement.

At this time, Cerritos College would like to amend the Master Agreement a third time to provide for a one-year renewal option which would extend the end term of the agreement through June 30, 2019; there will be no other changes to any of the other terms and conditions of the agreement.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 3 to Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC

Amendment No. 2 to Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC

Amendment No. 1 to Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC

Contract No. 13P035, Master Inspector Services Agreement – The Vinewood Company, LLC



AMENDMENT No. 3
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~**June 30, 2018**~~ **June 30, 2019** with the option of two ~~one~~ one year renewal terms ~~term~~ as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

INSPECTOR:

By: _____

Signature

Typed or Printed Name & Title

By: _____

Signature

Typed or Printed Name & Title

E-mail Address

Tax ID Number



Cerritos College

CONTRACT NO. 13P035

AMENDMENT No. 2
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~June 30, 2017~~ June 30, 2018 with the option of ~~two~~ one one-year renewal ~~terms~~ term as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

DISTRICT:

By:

Signature

FELIPE R. LOPEZ
V.P. of Business Services

Typed or Printed Name & Title

INSPECTOR:

By:

Signature

PRINCIPAL-IN-CHARGE
HOWARD E. MASON JR.

Typed or Printed Name & Title

h.mason@vinewoodco.com

E-mail Address

260373328

Tax ID Number



CONTRACT NO. 13P035

AMENDMENT No. 1
TO
MASTER INSPECTOR SERVICES AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **November 18, 2015**, as follows:

Item 1: **Modify** AGREEMENT, Page 12, Item (E) Compensation., by **adding** the following to include invoice and payment terms and conditions:

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT: DISTRICT shall pay INSPECTOR according to the following terms and conditions:

- (1) Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the DISTRICT. Payment shall be made within thirty (30) days after receipt of INSPECTOR'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.
- (2) Invoices shall identify the billing period, AGREEMENT number, PROJECT ASSIGNMENT AGREEMENT number, and INSPECTOR'S Taxpayer Identification Number.
- (3) Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates in accordance with the AGREEMENT, or as otherwise set forth in the applicable PROJECT ASSIGNMENT AGREEMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

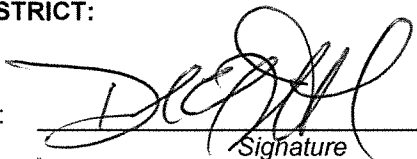
INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

[SIGNATURES ON NEXT PAGE]



Cerritos College

DISTRICT:

By: 
Signature
DR. DAVID EL FATTAL
VICE PRESIDENT OF BUS. SVCS.
Typed or Printed Name & Title

INSPECTOR:

By: 
Signature
HOWARD E. MASON JR
PRINCIPAL-IN-CHARGE
Typed or Printed Name & Title

hmason@vineroodcompanyllc.com
E-mail Address

260373328
Tax ID Number



MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this **28th** day of **January** in the year **2015**, between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and **The Vinewood Company, LLC** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify

the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **February 1, 2015** and shall terminate on **June 20, 2017**, with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have

or assume any duties which will prevent him/her from providing continuous inspection.

- (b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;

- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the

responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and

special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the

INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete,
ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this

AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

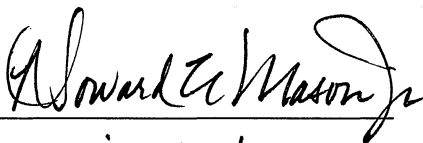
(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:
The Vinewood Company

DISTRICT:
Cerritos Community College District

By: 
Managing Member
Principal In Charge

By: 

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or
Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$72.50
PROJECT INSPECTOR CLASS 2	\$67.50
PROJECT INSPECTOR CLASS 3	\$62.50

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: May 2, 2018

Agenda Item No. 22

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
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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 Insurance – Property Liability Fund ending balances.

REPORT SUMMARY

Pages 1 thru 3 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds, and Other Special Revenue Fund – Vintage at Cerritos College. These transfers are self-balancing and have no effect on their ending balances.

Pages 4 thru 6 reflect revenue adjustments for the Extended Opportunity Program Services, and Cooperative Agency Resources Education for reallocated funds per Chancellor's office; Campus Safety & Sexual Assault allocation, per the Chancellor's Office; Property Liability Insurance to align budget with projected expenditures; audit fees of Physical Education and Athletics for supplies. These revenue adjustments have no effect on the Unrestricted and Restricted General Fund, and Property Liability Fund ending balances. Expenditures will be adjusted correspondingly.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Budget Adjustment Details (6 Pages).

BUDGET TRANSFERS FOR MAY 2, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM

ACADEMIC SALARIES	\$	(21,267)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	(208)
EMPLOYEE BENEFITS	\$	(3,659)
SUPPLIES AND MATERIALS	\$	(6,850)
OTHER CONTRACT EXPENSES AND SERVICES	\$	(156,482)
CAPITAL OUTLAY	\$	(1,450)
INTERFUND TRANSFERS	\$	
CONTINGENCY	\$	

TOTAL

\$ **(189,916)**

TO

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	3,750
OTHER CONTRACT EXPENSES AND SERVICES	\$	14,475
CAPITAL OUTLAY	\$	29,216
OTHER TRANSFERS OUT	\$	142,475

TOTAL

\$ **189,916**

Transfers: To cover cost of furniture for Educational Partnerships and Programs; student chairs for Scholars' Honors Program; ASL interpreting services for faculty; instructional supplies in Science, Engineering, and Math; to cover transfer out funds for Property & Liability Insurance

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Seven (7)

Divisions/Departments/Programs:

Academic Affairs; Business Services; Educational Partnerships and Programs; Liberal Arts; Science, Engineering, and Math; Admissions and Records

BUDGET TRANSFERS FOR MAY 2, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

FROM

ACADEMIC SALARIES	\$	(20,000)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	(12,500)
SUPPLIES AND MATERIALS	\$	(11,000)
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	
TOTAL	\$	(43,500)

TO

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	10,100
EMPLOYEE BENEFITS	\$	1,200
SUPPLIES AND MATERIALS	\$	1,200
OTHER CONTRACT EXPENSES AND SERVICES	\$	6,000
CAPITAL OUTLAY	\$	25,000
OTHER TRANSFERS OUT	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
TOTAL	\$	43,500

Transfers: Reallocation of funds for equipment like analyzer, Brad CPR manikin, portable aspirator for SWP - Regional Health Sector Career Pathways; salary for adult hourly for BFAP; and travel for Hunger Free Campus Support.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Three (3)

Divisions/Departments/Programs:

Strong Workforce Program - Regional Health Sector Career Pathways; Board Financial/ Assistance Program; Hunger Free Campus Support

BUDGET TRANSFERS FOR May 2, 2018

39.1 FUND - OTHER SPECIAL REVENUE FUND - VINTAGE AT CERRITOS COLLEGE

FROM

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(7,675)
OTHER CONTRACT EXPENSES AND SERVICES	\$	
CAPITAL OUTLAY	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
OTHER TRANSFERS OUT	\$	
TOTAL	\$	(7,675)

TO

ACADEMIC SALARIES	\$	2,950
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	401
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	4,324
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	
PAYMENTS TO OR FOR STUDENTS	\$	
TOTAL	\$	7,675

Transfers: Reallocation based on current needs. Reallocate budget to consulting services; part time counselors and its related payroll taxes. These personnel costs are one time costs and are in accordance with Board Policy #2800.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Vintage at Cerritos: Counseling Guidance for Cerritos Complete

BUDGET ADJUSTMENTS FOR MAY 2, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-02560-8885-0801000	\$ <u>2,685</u>
Local - Physical Education and Athletics	
To use audit fees for supplies.	

Total Revenue Budget	\$ <u><u>2,685</u></u>
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Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MAY 2, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70720-8620-00000000	\$	1,000
State - Director Mentor - California Early Childhood Mentor Program To set up budget for Child Development Director Mentor symposium per agreement with California Early Childhood Mentor Program. Budget allocated for stipends; supplies.		
00000.0-00000-71200-8622-00000000	\$	6,095
State - Extended Opportunity Program Services To reflect 2017-18 reallocated funds for EOPS per Chancellor's office memo dated 3-27-18. Budget allocated for grants to students.		
00000.0-00000-74510-8627-00000000	\$	29,645
State - Campus Safety & Sexual Assault To set up budget for Campus Safety & Sexual Assault per Allocation Memo from Chancellor's Office dated March 16, 2018. Budget allocated for contracted services.		
00000.0-00000-72800-8627-00000000	\$	<u>5,000</u>
State - Cooperative Agency Resources Education To reflect 2017-18 reallocated funds for CARE per Chancellor's office memo dated 3-27-18. Budget allocated for grants to students.		
Total Revenue Budget	\$	<u><u>41,740</u></u>

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Four (4)

BUDGET ADJUSTMENTS FOR MAY 2, 2018

61.2 FUND - INSURANCE - PROPERTY LIABILITY FUND

Revenue Budget

00000.0-00000-04100-8980-00000000 \$ 83,295

Local - Business Services

To adjust budget for insurance - property liability for emergency repairs to the dust collection system at the Woodworking building due to fire. Budget allocated for insurance.

Total Revenue Budget \$ 83,295

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2018

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2018.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending March 31, 2018:

- 7,561 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$21,967,665.61; and
- 3,333 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$19,560,348.54.

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: **May 16, 2018**

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT:	Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent
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ACTION

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

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND
RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350**

<u>Name</u>	<u>Department</u>	<u>Classification</u>	<u>Effective Date</u>
1) Teshima, Angela	Institutional Effectiveness, Research & Planning	Research Analyst	5/4/2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

SUBJECT:	Consideration of Approval of Work Calendar for the 2018-2019 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees
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ACTION

It is recommended that the Board of Trustees approve the attached 2018-2019 Work Calendar for classified bargaining unit, management, and confidential employees.

FISCAL IMPACT

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

REPORT SUMMARY

The Board of Trustees annually approves a work calendar for classified, management, and confidential employees. The 2018-2019 Work Calendar establishes the work days and designated mandated and Board Approved Holidays for the 2018-2019 fiscal year for classified bargaining unit, management, and confidential employees. The information in the Work Calendar is required by the Los Angeles County of Education (LACOE) system to generate payrolls for these employees. Work days information also is required by CalSTRS and CalPERS guidelines. CSEA leadership has reviewed the proposed work calendar and supports its implementation.

In accordance with the provisions of Article 7.13 of the CSEA-District Collective Bargaining Agreement, the District shall provide 17 paid holidays, as follows, to eligible bargaining unit employees in accordance with the terms and conditions of this Article. The mandated paid holidays for bargaining unit members shall be prescribed in the Annual Work Calendar prepared by the Human Resources Department. The annual holiday observation dates will be established in accordance with the California Community Colleges Chancellor's Office and consultation between the District and CSEA representatives. The seven Board Approved Holidays are: Friday after Thanksgiving, Christmas Eve in lieu of Admissions Day, four days following Christmas, and the Friday of Spring Break.

On November 30, 2015, the State Chancellor's Office for California Community Colleges notified Districts of the mandated holiday dates for fiscal years 2015-16, 2016-17, 2017-18 and 2018-19 based on Education Code §79020. There are 10 mandated holidays for 2018-19: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Abraham Lincoln Day, George Washington Day, and Memorial Day.

Attached is the proposed 2018-2019 Work Calendar for classified bargaining unit, management, and confidential employees. This calendar indicates the mandated and local holidays proposed for the 2018-2019 fiscal year in accordance with the provisions of the State Education Code, CSEA-District Collective

Bargaining Agreement, and consistent with Board-approved holidays normally scheduled for these employee groups.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Work Calendar for the 2018-2019 fiscal year for classified bargaining unit, management, and confidential employees.

Cerritos College

2018-2019 Work Calendar

July, 2018						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January, 2019						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August, 2018						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February, 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

September, 2018						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

March, 2019						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October, 2018						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April, 2019						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November, 2018						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May, 2019						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December, 2018						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June, 2019						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Mandated and Board Approved Holidays

Jul 4	Independence Day
Sep 3	Labor Day
Nov 12	Veteran's Day (Observance)
Nov 22	Thanksgiving Day
Nov 23	Board Approved Holiday (Friday after Thanksgiving)
Dec 24	Board Approved Holiday
Dec 25	Christmas Day
Dec 26	Board Approved Holiday
Dec 27	Board Approved Holiday
Dec 28	Board Approved Holiday
Dec 31	Board Approved Holiday
Jan 1	New Year's Day
Jan 21	Dr. Martin Luther King, Jr. Day
Feb 15	Abraham Lincoln Day
Feb 18	George Washington Day
Mar 22	Board Approved Holiday (Friday of Spring Break)
May 27	Memorial Day

Adopted by the Board of Trustees



CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 2, 2018**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT:	Consideration of Approval of Request to Revise Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483
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ACTION

It is recommended that the Board of Trustees approve the attached request to revise Ms. Lorraine Gersitz reduced workload prior to retirement from 80% to 65%, effective July 1, 2018 and for the remainder of the original period approved by the Board on March 1, 2017, which will end at the conclusion of the Academic Year 2021-2022.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

Ms. Lorraine Gersitz has requested to revise her reduced workload prior to retirement from 80% to 65% effective July 1, 2018, pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483, for the remainder of the original period of reduced workload, which was effective July 1, 2017 and ends at the conclusion of the Academic Year 2021-2022. Ms. Gersitz submitted to Human Resources a request to revise her reduced workload prior to retirement effective July 1, 2018. Her request was reviewed and approved by Ms. Shawna Baskett, Dean of Academic Success, Mr. Rick Miranda, 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

FURTHER
**Application for Reduced Workload
Prior to Retirement
for Academic Employees**

Name: LORRAINE GERSITZ

Division: LRC - LIBRARY

In accordance with Administrative Procedure 7210, I hereby request that my assignment be reduced to 65 % of my regular assignment, beginning the academic year 2018 for a period of 4 year(s).

It is my understanding that I will be required to retire at the end of the 2022 academic year.

Lorraine Gersitz
Signature of Requesting Employee

4/19/18
Date

[Signature]
Signature of Immediate Manager

4/19/18
Date

[Signature]
Signature of Appropriate Vice President

4/23/18
Date

[Signature]
Signature of President-Superintendent

4-24-18
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: May 16, 2018
Date

Flores-Church, Adriana

From: Gersitz, Lorraine
Sent: Thursday, March 29, 2018 8:16 PM
To: Flores-Church, Adriana
Subject: Request for Change in Reduced Load

Dear Adriana,

I would like to request a change in my reduced load. If possible, I would like to go from 80% time to 65% time starting July 1, 2018. Thank you and the board for your consideration.

Lorraine

Lorraine Gersitz
Reference Coordinator
Cerritos College Library
562-860-2451 ext 2414

lgersitz@cerritos.edu
www.cerritos.edu/lgersitz

You can't stop the waves, but you can learn to surf.
Jon Kabat-Zinn

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 11, 2018**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Dr. Valyncia C. Raphael
Director of Compliance, Diversity, and
Title IX Coordinator

SUBJECT:	Consideration of Approval of the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018
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ACTION

It is recommended that the Board of Trustees approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018.

FISCAL IMPACT

No additional financial effect.

REPORT SUMMARY

The attached Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018 is required to be submitted to the California Community Colleges Chancellor's Office by the District in order to receive monies from the Equal Employment Opportunity Fund (EEO Fund).

Monies received from the EEO Fund are for the purpose of promoting equal employment opportunities in hiring and promotion at community college districts. The Chancellor's Office has implemented a new fund allocation model (Education Code, Section 87107 and Board of Governors Standing Order 374.)

Each year, districts receive money from the EEO Fund which is allocated proportionally to the FTES of each district. The purpose of implementing a new model is to increase compliance with legal EEO requirements and provide students with the educational benefits of a diverse workforce.

The Chancellor's Office longstanding Equal Employment Opportunity and Diversity Advisory Committee and the Legal Affairs Division identified 9 best-practice areas for "success in promoting" EEO. These 9 areas will serve as the multiple methods for allocating the EEO fund:

1. District's EEO Advisory Committee and EEO Plan
2. Board policies and adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committee
7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs.

The District's EEO Advisory Committee, Chief Human Resources Officer, Chief Executive Officer, and President/Chair, District Board of Trustees must certify that the District met the requirements.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, 9 Multiple Methods Cross Reference.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

District Name: Cerritos Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

☒ Yes

☐ No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

☒ Yes

- ☐ Method 2 (Board policies and adopted resolutions)
- ☐ Method 3 (Incentives for hard-to-hire areas/disciplines)
- ☐ Method 4 (Focused outreach and publications)
- ☐ Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
- ☐ Method 6 (Consistent and ongoing training for hiring committees)
- ☐ Method 7 (Professional development focused on diversity)
- ☐ Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
- ☐ Method 9 (Grow-Your-Own programs)

☐ No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: _____

Title: _____

Signature: _____

Date: _____

Chief Human Resources Officer

Name: _____

Title: _____

Signature: _____

Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: _____

Title: _____

Signature: _____

Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2018

Name: _____

Title: **President/Chair, Board of Trustees**

Signature: _____

Date: _____

Date Due at the Chancellor's Office: June 1, 2018

Return to: Leslie LeBlanc lleblanc@cccco.edu; Office of the General Counsel
California Community Colleges; 1102 Q Street, Ste. 4400, Sacramento, CA 95811

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

☒ **Yes**

☐ **No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

The Cerritos College EEO Plan was initially adopted by the Board of Trustees on May 3, 2014. After evaluating the plan for three years, the updated plan was adopted by the Board of Trustees on May 3, 2017. Click: [District's EEO Plan](#) to view.

The College's Diversity Committee dates back to 1998. The committee was renamed the Equal Employment Opportunity Advisory Committee (EEOAC). The name change was approved by the Board of Trustees on July 18, 2007. In 2015 Diversity was added to the name and is now called the Diversity, Equal Employment Opportunity Advisory Committee (DEEOAC). For more information consult page 17 of the [Shared Governance Document](#).

The District submitted its Expenditure Report for Fiscal year 2016-2017 in September 2017.

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

☒ Yes

☐ No

Please provide an explanation and evidence of meeting this Multiple Method, #2.

The most recent District EEO Plan adopted by the Board of Trustees on May 3, 2017:

- a. Supports Educational Master Plan
- b. Reflects District commitment to EEO
- c. Recognizes value of diverse and inclusive workforce
- d. Fosters working and learning environment that promotes diversity, inclusion, and EEO
- e. Reflects commitment to hire and retain employees who are knowledgeable and sensitive to the diverse and changing student body and community.
- Board Resolution No. 17-0503A, affirms commitment by the Board and adopts the District's Equal Opportunity Plan.
- [BP 7100 – Commitment to Diversity](#), adopted by the Board of Trustees, December 10, 2008.
- [Mission Statement](#), revised and Board approved on October 16, 2013. Click: Mission Statement to view.
- [BP 1300 – Educational Philosophy](#), adopted by the Board of Trustees, October 17, 2007.
- [BP 2740 – Board Education](#), adopted by Board of Trustees, December 12, 2007, and revised April 1, 2015.
- Addressing issues of inclusion/exclusion are included in the [District's Diversity Plan \(see pg. 51\)](#).

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

☐ Yes

☒ No

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #4 (Focused outreach and publications)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

The District advertises on the following job recruitment websites:

- AsiansInHigherEd.com
- BlacksInHigherEd.com
- CalJobs
- CCC Registry
- Cerritos.edu
- ChronicleVitae.com
- DiverseEducation.com
- HigherEdJobs.com
- HispanicsInHigherEd.com
- Indeed.com
- InsideHigherEd.com
- LGBTInHigherEd.com
- VeteransInHigherEd.com

Additionally, the District has initiated targeted outreach for Native American Indian student and employee recruitment. The following activities are included with this effort:

- Connection with Monterrey Tribal TANF office and United American Indian Involvement, Inc. (UAIL) to foster additional dialogue and communication.
- The Adult Education and Diversity Program collaboration with UAIL's American Indian Clubhouse (meets weekly and provides support, resources, and cultural activities for Native American Indian families on Tuesday evenings from 5 p.m. – 8 p.m).
- Tabling to provide employee and student recruitment resources at the United American Indian Involvement Inc.'s 16th Annual American Indian Day Celebration
- Hosted two Employee/Community focus groups on February 6, 2018, and March 20, 2018.

As a result of the effort, the District has set goals to:

- Coordinate on- and off-campus resources and support systems for Native American Indian students
- Attract qualified Native American applicants to seek employment at Cerritos College
- Generate more communication about and awareness for the needs of Native American students, faculty, and staff on campus.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

- Managers and Full-Time Faculty receive a mandatory Sexual Harassment training every two years. Records of training are maintained in the Office of Human Resource Services.
- Timely and thorough investigations are completed on complaints that are received by the District. Investigations are handled in the Office of Human Resource Services by the Director, Diversity, Compliance, and Title IX Coordinator or by the Vice President's designee.
- Discrimination and Sexual Harassment Board Policies and Procedures are available in both English and Spanish, on the Human Resources webpage. Click: [Discrimination and Sexual Harassment Board Policies and Procedures](#) to view.
- Discrimination and Harassment Complaint Form is available on the Human Resources webpage. Click: [Discrimination and Harassment Complaint Form](#) to view.
- The following is a requirement of all applicants and is stated as a required qualification on all job announcements: *Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of community college students and employees.*
- All candidates interviewed for positions at the District are asked to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, religious, and ethnic backgrounds of community college students.

All candidates interviewed are required to give examples from their past work experience of how they used creative ideas in working with two types of diverse populations.

Additionally, on Thursday and Friday September 28-29, 2017, the Human Resources Department sponsored a team of 10 faculty and administrators to attend the Center for Urban Education's Equity in Faculty Hiring Institute in Los Angeles. The experience illuminated ways to be more intentional with infusing equity in the hiring process and training practices. The participants identified a need to empower the campus culture to be more inclusive and open to the equity mindset, as well as remove institutional barriers to ensure our commitment to equal opportunity within the hiring process. The following actions and proposed changes were made and are in the process to be implemented over the next 12 months:

Pre-hiring: Consult with the area department chairs and Dean to review demographic data, gaps in instruction needs, and any discipline specific outreach and associations available for targeted marketing; ensure a mindset of equity, diversity, and inclusion is apparent in the position announcement and description.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

Hiring: Develop and implement wide use of equity minded diversity/equity/inclusion questions; include culturally responsive case scenarios and rubrics to assess the diversity related question(s).

Post-hiring: Intentionally and strategically provide a climate that fosters, supports, and reflects diversity, equity, and inclusion. This includes mandatory training, optional workshops, as well as educational, community, and social events, programs, and/or services.

On a continuous basis: Assess, revise and/or update the selection process and selection process monitor trainings to include implicit bias and clarify common misunderstandings regarding nondiscrimination, diversity, equity, inclusion, and EEO throughout the hiring process.

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

- All individuals who participate on a Selection Committee are required to receive appropriate training on the District's selection procedures and requirements of Title V and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Director, Diversity, Compliance, and Title IX Coordinator will ensure that the training addresses the requirements of Title V and best practices for Selection Committee members.
- Training may also be held at the first selection committee meeting for each recruitment.
- Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the committee. Responsibility of Selection Process Monitor:
 - Certify that all Selection Committee members, as required, follow District procedures.
 - Certify that all Selection Committee members, as required, follow federal and state laws during the selection process.
 - Act as a resource for selection procedures and as a liaison with the Human Resources Department during the process.
 - To ensure that all necessary forms and paperwork are completed in the process.
- EEO/Process Monitor Training for Screening Committees: Implemented two-hour face-to-face training sessions. The training is taped and made available online as well.
- HR aims to offer the selection process monitor training sessions twice a year or more often if necessary.
- Employment Selection Procedures may be viewed on the DEEOAC webpage. Click: [DEEOAC](#) to view.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

Does the District meet Method #7 (Professional development focused on diversity)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

- The Committee continued to implement the Cerritos College
- Diversity Plan, developed in 2014. The plan is connected to the EEO plan and aims to:
 - a. Foster a campus culture that recognizes and values diversity and inclusion.
 - b. Ensure hiring processes adhere to the EEO Plan.
 - c. Advertise and recruit diverse applicants.
 - d. Provide opportunities for individuals to build awareness and knowledge of diverse cultures, lifestyles, and beliefs.
 - e. Coordinate with staff, faculty, and administrators to promote diversity events and workshops.
 - f. Expand the campus community's understanding of diversity.
 - g. Include diversity concerns in institutional strategic planning and budgeting.

Click: [Cerritos College Diversity Plan](#) to view.

- The District continues to offer Safe Zone Ally Training. The training is offered twice each semester. The Safe Zone "Lunch and Learn" series completed its first year and offered a fall and spring event. In the fall, Raja Bhattar from the UCLA LGBT Campus Resource presented, Building Inclusive Spaces Beyond Safe Zone: Ideas into Action. In the spring, Erin Pollard from Irvine Valley College presented, Trans-Minded: A Deeper Understanding of Transgender and Gender Diverse Students. The Lunch and Learn Program and Ally training aim to provide attendees knowledge and skills to support a safe atmosphere for LGBTQ students, faculty, and staff. The events and trainings also spread awareness for resources available for LGBTQ students, faculty, and staff. Similarly, the Lunch and Learn Program aims to provide similar information in a shorter time frame. The series occurs during the lunch hour and explores various aspects of LGBTQ+ experiences. The series helps build more inclusive communities for individuals of all sexual orientations and gender identities. Lunch and Learns are open to all members of the Cerritos College community. Click: [Safe Zone webpage](#) to view.

- Diversity Activities and Sponsored Events:
 - Hispanic Heritage Events Fall 2017
 - Black History Month Events 2018
 - Women's History Celebration 2018
 - UndocuAlly Training Fall 2017 and Spring 2018
 - Vet Net Ally Awareness Seminar March 2018
 - Safe Zone Ally Training Fall 2017 and Spring 2018
 - Safe Zone Lunch and Learn Series Fall 2017 and Spring 2018
 - Festival of Asian Cultures and Diversity Fair April 2018
 - LGBTQ History Month - October 2017
 - Take Back the Night April 2018
 - Denim Day April 2018
 - International Education Week November 2017

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

- Native American Indian Outreach Fall 2017 and Spring 2018
- Center for Urban Education Hiring Institute and 3 Follow Up Workshops, Fall 2017 and Spring 2018
- Documentary Project: The Dreamers' Landscape: DACA and Border Security
- Social Justice Lunch and Learn Spring 2018
- Title IX training on sexual violence prevention, gender diversity, and gender based harassment prevention Fall 2017 and Spring 2018

The District continues to utilize online Registration for Diversity and Professional Development Workshops.

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

☐ Yes

☒ No

Does the District meet Method #9 (Grow-Your-Own programs)?

☒ Yes

☐ No

Please provide an explanation and evidence of meeting this Multiple Method, #9.

The District has created and sustained several programs: 1. Diversity Certificate Program 2. Falcon Leadership Academy 3. SanFACC 4. Safe Zone, 4. VetNet Ally, 5. UndocuAlly Program 6. DSPS Learning Series

Diversity Certificate Program - The Diversity Certificate Program curriculum, updated in the 2016-2017 year, spans three levels: awareness, advancement, and application. This curriculum continues to provide the campus targeted opportunities for professional development related to diversity, inclusion, and equity. Specifically, the Diversity Certificate exists to create educational, professional development, and training opportunities to raise awareness of and build skills in: social identities and prevalent diversity issues, as well as advocacy, problem solving, cross-cultural empathy, leadership, and understanding. It aligns with the Diversity and EEO Plans and provides opportunities to self-reflect, explore personal biases and cultural influences, and to apply these skills to an individual's own role at Cerritos College. Each level includes multiple options for workshops, including the Creating a Culture of Respect Workshop, Safe Zone Ally Training, The Vet Net Ally Awareness Seminar, and the AB 540/Undocumented Students Ally Training. More information is available [here](#).

Falcon Leadership Academy - This year, the District graduated its 5th cohort of the Falcon Leadership Academy (FLA). FLA is a year-long succession training program established in 2012 that contains a series of workshops. The workshops focus on the current issues and research in academia, an understanding of the history of Cerritos College, and the skills and knowledge required to be a dynamic and successful leader. The program is required for new managers, and voluntary for aspiring managers, or any employee seeking a leadership role within the college.

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

The FLA aims to develop successful leaders through a series of experiences designed around sound practices and guided discovery activities. The FLA program continues to be a success and improvements are made after annual reviews. Next year's curriculum will feature more specific components of leading with a commitment to diversity.

San Gabriel/Foothill Association of Community Colleges (SanFACC) Mentorship Program -

The District also joined the San Gabriel/Foothill Association of Community Colleges (SanFACC) mentorship program. The program seeks to build both individual and regional leadership capacity among full-time/permanent community college employees. Prospective mentees apply to the program by expressing their interest in entering into or advancing within community college management. Three mentees are selected per year and each are paired with mentors from neighboring colleges already serving in the mentee's aspirational administrative role. This experience provides a safe environment to develop a knowledge base that supports effective leadership and management. This program is open to all full-time/permanent employees within a community college who are seriously considering careers in community college administrative positions. The District held the second application in Spring 2018. The program provides a unique opportunity to prepare individuals for career advancement in leadership positions.

Safe Zone Ally Program – As stated above, the program started as a training for employees and recently expanded to students. Training sessions are held in the Fall and Spring semesters. The Safe Zone program's overall objective is for Safe Zone allies to utilize their gained knowledge and skills to foster a supportive and safe atmosphere for LGBTQ students, faculty, and staff. After completion of the training, Safe Zone participants will become part of an identifiable campus network of Safe Zone Allies.

Vet Net Ally Program - In May 2017, the District hosted its first half-day Vet Net awareness seminar with trainer Dr. Marshall Thomas, Director and Creator of the Vet Net Ally Program, Cal State Long Beach. The seminar focuses on the needs and concerns of military service members and student veterans. At the end of the seminar, participants are given a decal to display their allyship to campus veterans and active service members. Similar to the Safe Zone Program, the awareness seminar will be offered in the Fall and Spring Semesters. The committee continued with the implementing the program, hosting the second seminar in March 2018.

UndocuAlly Program - The purpose of this training is to provide professional development in order to improve success factors for undocumented immigrant students attending Cerritos College. The goals of the AB 540 Ally Training are to:

- Create a welcoming and supportive environment for undocumented immigrant students, thus assisting their integration into campus life.
- Increase faculty and staff knowledge and effectiveness about the needs, concerns, and issues of undocumented immigrant students and their families.
- Educate faculty and staff about relevant immigration laws impacting students and related student issues and challenges.

The pilot seminar was held in April 2017 via special invitation to campus leaders and has since been reviewed, updated, and institutionalized for recurrent training.

DSPS Learning Series

In affiliation with the DEEOAC, the District is preparing to launch its first in a series of institution wide trainings and workshops for Diversity/Inclusion related to (dis)abilities. The DSPS learning series is

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

an array of professional development workshops that aim to foster inclusion. The primary goal of the workshops is to build capacity for those that serve students and employees with disabilities. Some workshop topics include (dis)ability and: social Identity, intersectionality, and microaggressions. The workshops are framed in a train-the-trainer fashion, to enable participants to share lessons learned with co-workers and others in their area. The first workshop will be held in Fall 2018.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 2, 2018**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Stephen Johnson
Vice President, Student Services/
Assistant Superintendent

PREPARED BY:

Elizabeth Miller
Dean, Student Services

SUBJECT: Consideration of Approval of 2018 Commencement Speaker

ACTION

It is recommended that the Board of Trustees approve Mr. Oz Sanchez, six-time Paralympic medalist, as the 2018 Cerritos College Commencement Speaker.

FISCAL IMPACT

An honorarium of \$1,500.00 will be provided by the ASCC Cross Cultural Celebrations fund.

REPORT SUMMARY

Regarding the recommended speaker for the Commencement Address
(from <http://www.knownolimits.com/about.html>):

Oz Sanchez is no stranger to overcoming adversity. He was born in 1975 and raised in Los Angeles, California. By the time he graduated high school he was involved with drugs, gangs and street life. In 1996, Oz turned his life around following his recruitment into the Marine Corps. In the Marine Corps, Oz found himself in his natural element and quickly excelled through the ranks. Soon after graduation from boot camp, Oz discovered and grew interest in joining the Marine Corps Special Operations forces – The RECON Marine. After passing the initial screening and lengthy selection process, he spent the rest of his career in specialized training such as scout sniper, combatant divers course, parachuting, and varying other types of specialized training. He visited over fourteen different countries and was twice deployed to the Middle East and other hostile regions.

After nearly six years with the Marines, Oz decided to transfer to the Navy to operate as a Navy Seal. In July 2001, during the time of his transfer between branches, Oz's life changed forever when he was involved in a hit-and-run motorcycle accident, which resulted in a spinal cord injury (SCI) and the inevitable paralysis and neurological complications associated with SCI.

After the accident, the biggest fear Oz faced was how he would define himself given his new physical parameters. He worked on developing both a renewed sense of identity and a transformed perception on life. "I managed to pull out of my post-injury depression. I took a proactive approach to life and once again took the bull by the horns," he said. Oz devoted himself to his educational studies and he graduated from SDSU with a degree in business administration and a minor in public communications in 2006.

Since the accident, Oz has proactively competed in the adaptive sports of handcycling and Triathlon. Oz worked his way to the top in both sports in relative short time. Today Oz is a five-time world champion in the sport of handcycling under the Paralympic umbrella. As he prepared for the 2008 Paralympic Games in Beijing, China, Sanchez fully intended to come back with a medal around his neck. Sanchez did not leave disappointed, as he won two medals: one gold and one silver for the U.S. Team. At the 2009 UCI Para-cycling World Championships, Sanchez took home the gold medal in the individual time trial. In February of 2009, Oz Sanchez was recognized as the "Challenged Athlete of the Year" by the San Diego Hall of Champions. At the 2010 World Championships, he improved from the previous year, and took home two gold medals in the individual time trial as well as the individual road race. He recently won two gold medals in the 2011 World Championships in Denmark, securing his spot in the 2012 Paralympic Games in London. Oscar "Oz" Sanchez is a man who does not know the meaning of quitting. Despite being severely injured, Oz is a devoted athlete who trains in the gym, in the pool and on a handcycle daily. "Everybody can achieve their dreams."

Oz recently was featured in an incredible documentary called "Unbeaten". The challenged athletes in the film come to symbolize all who are forced to come to terms with the painful reality of living with a disability. They pull themselves from the depths of depression to leap over limitations, believing that nothing is impossible. The words "know no limits" are proudly emblazoned on Oz Sanchez's chest. It is these exact words that capture the essence of the award-winning documentary.

Mr. Sanchez has been a nominee for Commencement speaker for the past three years. The College Committee on Student Life enthusiastically recommends Mr. Oz Sanchez as the 2018 Commencement Speaker.

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: **May 2, 2018**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Steve Richardson
Executive Director Cerritos College
Foundation

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2017
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ACTION

It is recommended that the Board of Trustees receive and accept the 2016-17 fiscal year audit report for the Cerritos College Foundation as prepared by the audit firm CliftonLarsonAllen LLP.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Cerritos College Foundation financial records is completed annually.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

The 2016-17 Independent Audit Report was presented and approved at the Cerritos College Foundation Board of Directors meeting on February 22, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Cerritos College Foundation 2016-17 Independent Audit Report
Foundation Governance Letter

January 24, 2018

The Board of Directors
Cerritos College Foundation
Norwalk, California

We have audited the financial statements of Cerritos College Foundation (the Foundation) for the year ended June 30, 2017, and have issued our report thereon dated January 24, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 30, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Foundation are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2016-17. We noted no transactions entered into by the Foundation during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are:

Fair Value of Investments – Investments are reported at fair value based on the priority of the inputs to the valuation technique and classified based on a three-level fair value hierarchy as discussed in Notes 4 and 9.

Donated Services, Facilities and In-Kind Donations – The Foundation records the value of donated services and facilities, and donated items as in-kind donations on the statement of activities and statement of functional expense when there is an objective basis available to measure their value. See Notes 2 and 12.

Qualitative Aspects of Accounting Practices (continued)

Unrelated Business Income Tax (UBIT) – The Foundation has considered the Financial Accounting Standards Board’s (FASB) statement related to uncertainty in income taxes. This guidance requires organizations to evaluate tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities. The primary tax positions evaluated relate to the Foundation’s tax exempt status and the potential for unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of income tax contingencies are required. See Note 2.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear. The most sensitive disclosures affecting the financial statements were:

Investments - The disclosure of investments described in Note 4 to the financial statements summarizes the cost and fair value information for the investments held by the Foundation as of June 30, 2017. Fair value measurements of the investments are assigned a category based on the source of valuation for the indicated investments (measured using significant unobservable inputs).

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 24, 2018.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule, Attachment A, summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The attached schedule, Attachment B, summarizes material misstatements detected as a result of audit procedures that were corrected by management.

A reconciliation between the internal financial statements ending net assets and the audited ending net assets has been provided for management's use in Attachment C.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Foundation's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Foundation's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The following issues are considered significant and relevant to communicate to management and those charged with governance in overseeing the financial reporting process:

Master Agreement

In accordance with California Code and Regulations (Title 5 Division 6 Chapter 10 Subchapter 4.5 Section 59257) the Cerritos Community College District (the District) and the Foundation have entered into a master agreement dated April 1, 2009. The agreement allows the District to provide administrative services and working space to assist the Foundation in carrying out its purpose and establishes monitoring procedures.

We recommend the agreement be reviewed on a regular basis to ensure it is updated and reflects the current operations of the Foundation and monitoring procedures of the District.

Items to be Considered in the Future Audits

The Financial Accounting Standards Board (FASB) released a new standard pertaining to the presentation of financial statements for not for-profit entities that will have significant implications to the Cerritos College Foundation's financial statements. This standard is effective for fiscal years beginning after December 15, 2017. For the Cerritos College Foundation, this standard is effective for the fiscal year June 30, 2019 and early implementation is allowed.

The proposed standard contains a number of changes to the current Not-for-Profit financial statement model. Some of the more significant changes include a shift in the presentation of net assets on the statement of financial position and the statement of activities from the current three classes (unrestricted, temporarily restricted, and permanently restricted) to two classes (net assets with and net assets without donor restrictions). This change attempts to highlight the specific nature of each net asset restriction rather than on whether there are temporary or permanent restrictions.

In addition to the changes to the basic financial statements, certain disclosures will also be enhanced to provide additional information. Disclosures impacted by the new requirements include, but are not limited to, the availability of resources to meet cash needs for general expenditures within the next year, resources restricted by governing board actions, the composition of net assets subject to donor restrictions and how the restrictions affect the use of resources, and the nature and function of operating expenses.

Other Information in Documents Containing Audited Financial Statements

We are aware that the District issues other documents that contain the audited basic financial statements of the Foundation. When such documents are to be published, such as the Foundation's Annual Report, we have a responsibility to determine that such financial information is materially consistent with the audited statements of the Foundation.

Closing

This information is intended solely for the use of the Board of Directors and management of the Foundation and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



CliftonLarsonAllen LLP
Glendora, California

Attachments:

- A. Schedule of Adjusting Journal Entries
- B. Schedule of Uncorrected Misstatements
- C. Reconciliation between Internal and External Financial Statements

ATTACHMENT A
Schedule of Adjusting Journal Entries

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
Journal Entry #1			
To recognized past audit adjustments related to Funds held with FCCC for funds sent directly to FCCC and cumulative change in value as of June 30, 2016.			
1018	1018 Foundation CCC	\$ 46,612	\$
3001	3001 Retained Earnings		46,612
Total		<u>\$ 46,612</u>	<u>\$ 46,612</u>
Journal Entry #2			
To recognize current year change in value for funds held with FCCC.			
1018	1018 Foundation CCC	\$ 18,594	\$
6000.00	Change in Value FCCC		18,594
Total		<u>\$ 18,594</u>	<u>\$ 18,594</u>

ATTACHMENT B
Schedule of Uncorrected Misstatements

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Effect on Net Assets Increase / (Decrease)</u>
Journal Entry #1				
To recognize revenue for contract education services provided in 2016-17 and received in 2017-18.				
1005	Accounts Receivable	\$ 38,121	\$	\$
4175	Donations/Private Prog Support: Economic Development		38,121	
Total		<u>\$ 38,121</u>	<u>\$ 38,121</u>	38,121
Net Assets Increase / (Decrease)				<u>\$ 38,121</u>

ATTACHMENT C
Reconciliation between Internal and External Financial Statements

		Temporarily	Permanently	
	<u>Unrestricted</u>	<u>Restricted</u>	<u>Restricted</u>	<u>Total</u>
Unclassified	\$ 232,531	\$	\$	\$ 232,531
Unrestricted	585,321			585,321
Temporary restricted		3,066,714		3,066,714
Permanently restricted			576,078	576,078
Ending net assets- internal financial statements	<u>817,852</u>	<u>3,066,714</u>	<u>576,078</u>	<u>4,460,644</u>
Reclassification to reconcile with prior year audit report. Amount should be researched by Foundation.	(139,239)		139,239	-
Reclassification of permanently restricted portion of Osher recorded in temporarily restricted.		(200,000)	200,000	-
Audit adjustment #1 - Additional amount sent directly to FCCC not recorded in QuickBooks.			28,449	28,449
Audit adjustment #1 - Cumulative earning for funds held with FCCC not recorded in QuickBooks.		18,163		18,163
Audit adjustment #2 - Current year change in value for funds held with FCCC.		18,594		18,594
Ending net assets- external financial statements	<u>\$ 678,613</u>	<u>\$ 2,903,471</u>	<u>\$ 943,766</u>	<u>\$ 4,525,850</u>

CERRITOS COLLEGE FOUNDATION

(A California Non Profit Corporation)

AUDITED FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

CERRITOS COLLEGE FOUNDATION
(A California Nonprofit Corporation)

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June 30, 2017

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cerritos College Foundation
Norwalk, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Cerritos College Foundation (the Foundation), a California nonprofit corporation, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

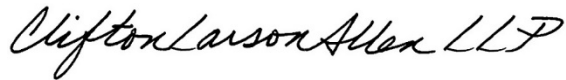
INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cerritos College Foundation
Norwalk, California

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of June 30, 2017, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP
Glendora, California
January 24, 2018

CERRITOS COLLEGE FOUNDATION
STATEMENT OF FINANCIAL POSITION
June 30, 2017

Assets

Current Assets:

Cash and cash equivalent	\$ 1,409,592
Accounts receivable	98,233
Prepaid expenditures	<u>14,222</u>
Total Current Assets	<u>1,522,047</u>

Non-Current Assets:

Investments- unrestricted	1,914,586
Investments- restricted	902,745
Investments with FCCC	<u>265,206</u>
Total Non-Current Assets	<u>3,082,537</u>
Total Assets	<u>\$ 4,604,584</u>

Liabilities and Net Assets

Current Liabilities:

Accrued liabilities	\$ 1,424
Deferred revenues	<u>77,310</u>
Total Current Liabilities	<u>78,734</u>

Net Assets:

Unrestricted	678,613
Temporarily restricted	2,903,471
Permanently restricted	<u>943,766</u>
Total Net Assets	<u>4,525,850</u>
Total Liabilities and Net Assets	<u>\$ 4,604,584</u>

See accompanying notes to the financial statements.

CERRITOS COLLEGE FOUNDATION

STATEMENT OF ACTIVITIES For the Year Ended June 30, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenue				
Support and revenue				
Contributions	\$ 2,093	\$ 382,825	\$ 4,650	\$ 389,568
Grants		821,139		821,139
Program support - contracted education		747,028		747,028
Administrative Fees	79,771			79,771
Donated salaries and benefits	365,484			365,484
Other income	2,024			2,024
Special events	236,091			236,091
Total Support	<u>685,463</u>	<u>1,950,992</u>	<u>4,650</u>	<u>2,641,105</u>
Other income				
Interest and dividends	47,383	21,388		68,771
Realized and unrealized loss on investments	94,161	47,745		141,906
Change in value - funds held with FCCC		18,594		18,594
Total Other Income	<u>141,544</u>	<u>87,727</u>	<u>-</u>	<u>229,271</u>
Total revenues before net				
assets released from restrictions	827,007	2,038,719	4,650	2,870,376
Net assets released from restrictions	<u>1,893,633</u>	<u>(1,893,633)</u>		<u>-</u>
Total Revenue	<u>2,720,640</u>	<u>145,086</u>	<u>4,650</u>	<u>2,870,376</u>
Operating Expenses				
Program services	2,101,104			2,101,104
Supporting services				
Management and general	261,153			261,153
Fundraising	249,224			249,224
Total Expenses	<u>2,611,481</u>	<u>-</u>	<u>-</u>	<u>2,611,481</u>
Change in net assets	<u>109,159</u>	<u>145,086</u>	<u>4,650</u>	<u>258,895</u>
Net Assets				
Beginning of year	569,454	2,758,385	939,116	4,266,955
End of year	<u>\$ 678,613</u>	<u>\$ 2,903,471</u>	<u>\$ 943,766</u>	<u>\$ 4,525,850</u>

See accompanying notes to the financial statements.

CERRITOS COLLEGE FOUNDATION

STATEMENT OF CASH FLOWS For the Year Ended June 30, 2017

Cash flows from operating activities

Cash received from donations and fundraising	\$ 582,622
Cash received from grants	821,139
Cash received from program services revenue	979,528
Cash paid for student scholarships	(270,118)
Cash paid for operating expenses and fundraising	(334,377)
Cash paid for program services expenses	<u>(1,508,988)</u>
Net cash provided by operating activities	<u>269,806</u>

Cash flows from investing activities

Proceeds from sale of investments	56,498
Purchase of investments - additions	(181,962)
Reinvested interest and dividends, net of expenses	<u>68,771</u>
Net cash used by investing activities	<u>(56,693)</u>

Net increase in cash and cash equivalents 213,113

Cash and cash equivalents, beginning of year 1,196,479

Cash and cash equivalents, end of year \$ 1,409,592

Reconciliation of change in net assets to cash provided by operating activities

Change in net assets	\$ 258,895
Adjustment to reconcile change in net assets to cash provided by operating activities	
Unrealized gain on investments	(95,682)
Realized gain on investments	(46,224)
Change in value - funds held with FCCC	(18,594)
Changes in assets and liabilities	
Accounts receivable	222,064
Prepaid expenditures	(4,173)
Accrued liabilities	(56,916)
Deferred revenues	<u>10,436</u>
Net cash provided by operating activities	<u><u>\$ 269,806</u></u>

See accompanying notes to the financial statements.

CERRITOS COLLEGE FOUNDATION

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2017

	Program Services	Management & General	Fundraising	Total
Donated Services	\$ 189,484	\$ 89,000	\$ 87,000	\$ 365,484
Salaries and benefits		57,965		57,965
Scholarships	270,118			270,118
Grants	783,590			783,590
Office expenses		7,029		7,029
Conference and meetings		41		41
Program support - contracted education	778,141			778,141
Advertising			16,574	16,574
Services - Other		82,596		82,596
Special events			145,650	145,650
Memberships & Dues		3,376		3,376
Travel		1,275		1,275
Administrative fees	79,771			79,771
Other expenses		19,871		19,871
	<u>\$ 2,101,104</u>	<u>\$ 261,153</u>	<u>\$ 249,224</u>	<u>\$ 2,611,481</u>

See accompanying notes to the financial statements.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 1: ORGANIZATION

Cerritos College Foundation (the Foundation), is a nonprofit public benefit corporation incorporated in the State of California in 1979, and organized to assist in the achievement and maintenance of a superior program of public education and community participation within the community by receiving contributions from the public, raising funds, and making donations to educational, arts, cultural, athletic, and other programs of the College. The principal source of income for the Foundation includes donor contributions, grants and investment income.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Donations, other than cash, or the equivalent of cash (stocks, bonds, etc.), are recorded at estimated fair value at the time of the donation.

Classification of Net Assets

The Foundation reports information regarding its financial position and activities according to three classes of net assets:

Unrestricted Net Assets

Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets

Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Foundation and/or passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for scholarships, endowment grants and other programmatic support.

Permanently Restricted Net Assets

Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on any related investments for general or specific purposes.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Contributions

Contributions, including unconditional promises to give are recognized as revenues in the period the contribution or unconditional promise is received. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. When a donor's restriction is met within the same year as the donation, the donation is reported as unrestricted.

Cash and Cash Equivalents

Cash and cash equivalents are defined as all checking, money market, and certificate of deposit accounts with an original maturity of 90 days or less.

Accounts Receivable

Accounts receivable consists primarily of interest and donations receivable. Bad debts are accounted for by the direct write off method. Management has deemed all amounts as collectable; therefore, no allowance for doubtful accounts is considered necessary.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Investment income (interest and dividends) is included in the change in net assets from operations unless the income or loss is restricted by donor or law.

Accounts Payable and Accrued Liabilities

Accounts payable consists of amounts due to vendors for goods and services received prior to June 30th annually. Accrued liabilities consist of salary and benefit reimbursements to the District.

Functional Allocations of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Administrative Fee

The Foundation serves the Cerritos College departments and organizations in managing funds. In accordance with the administrative fee policy, an administrative fee from gifts to endowments and from gifts to current use funds may be assessed for the purpose of strengthening the development program and partially defraying related administrative costs. Scholarship funds and gifts made for capital purposes are excluded from this policy. This fee is recognized as unrestricted income.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

In-Kind Donations

The Foundation receives non-cash donations for items auctioned during their special fundraising events. These donations have been reflected in the statement of activities as in-kind donations and as fundraising expenses. The amount represents the fair value, when available, of the donated item.

Income Taxes

The Foundation is a non-profit foundation exempt from federal income and California franchise taxes under Section 501(c)(3) of the Internal Revenue Code and corresponding California provisions.

The Foundation has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of any audit by taxing authorities at the federal and state levels. The primary tax positions evaluated relate to the Foundation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities that would be taxable. Management has determined that all income tax positions will more likely than not be sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Foundation files informational returns in the U.S. federal jurisdiction, and the state of California. With few exceptions, the Foundation is no longer subject to U.S. federal and state examinations for generally three and four years, respectively.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Subsequent Events

The Foundation has evaluated subsequent events through January 24, 2018, which is the date these financial statements were available to be issued. There were no subsequent events requiring disclosure as of June 30, 2017.

NOTE 3: CONCENTRATION OF CREDIT RISK

Financial Instruments and Credit Risk

The Foundation manages deposit concentration risk by placing cash, money market accounts, and certificates of deposit with financial institutions believed by us to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, the Foundation has not experienced losses in any of these accounts. Credit risk associated with accounts receivable and promises to give is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and foundations supportive of our mission. Investments are made by diversified investment managers whose performance is monitored by the Foundation. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Foundation believes that the investment policies and guidelines are prudent for the long-term welfare of the organization.

Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. The Foundation occasionally has a need to maintain cash balances in excess of the amount insured by the Federal Deposit Insurance Corporation (FDIC).

Investments

Investments with brokers are insured by the Securities Investor Protection Corporation (SIPC) up to \$500,000 of which \$250,000 may be cash. Insurance protects assets in the case of broker-dealer insolvency and not against declines in market valuation. As of June 30, 2017 the Foundation had investments in excess of the SIPC insurance amount. The Foundation followed established policies in directing and monitoring the investment management of the Foundation's investments during the year.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended June 30, 2017

NOTE 4: INVESTMENTS

Investment return for the year ended June 30, 2017 was as follows:

Realized gain on investments, net	\$	46,224
Unrealized gain on investments, net		95,682
Interest and dividends		92,621
Total Investment Income		234,527
Investment Expenses		(23,850)
Total Investment Income, Net of Expenses	\$	210,677

Cost and fair values at June 30, 2017, are as follows:

	Cost	Fair Value
Cash	\$ 80,067	\$ 80,067
Mutual funds (Level 2)	2,506,736	2,737,264
Total	\$ 2,586,803	\$ 2,817,331

Levels 1 through 3 have been assigned to the fair value measurement of investments. Cash does not have a level assigned. The fair value of measurement is determined as follows:

- Level 1 – quoted prices in an active market for identical assets.
- Level 2 – quoted prices for similar assets and market-corroborated inputs.
- Level 3 – the organization's own assumptions about market participation, including assumptions about risk, developed based on the best information available in the circumstances.

NOTE 5: NET ASSETS RELEASED FROM RESTRICTIONS:

Net assets of \$1,893,633 were released from temporary donor restrictions during the fiscal year 2016-17. The Foundation met donor imposed restrictions by incurring qualified expenses.

NOTE 6: ENDOWMENT GRANT

Project Hope

The District provided the Foundation with an endowment grant which was awarded by the U.S. Department of Education during the fiscal years 2002-03 through 2007-08. This grant is a Title V, Developing Hispanic-Serving Institutions - Health Opportunities and Pipeline to Education (Project HOPE). The purpose of the grant is to design and implement an educational model incorporating students, staff and faculty to meet the pressing needs at Cerritos College.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 6: ENDOWMENT GRANT

The Foundation received \$162,926 through the grant by certifying that matching funds of \$162,927 from acceptable resources were met. The corpus of the endowment is to be invested over a period of twenty years and the Foundation may not spend more than fifty percent of the aggregate income earned for allowable expenditures. The cumulative earnings from inception of the grant are \$112,735. In accordance with the grant agreement, fifty percent of the cumulative earnings may be used for allowable expenditures. For the fiscal year ended June 30, 2017, the Foundation incurred no allowable expenditures.

At June 30, 2017, the fair value of the amount invested related to the endowment grant was \$438,738.

NOTE 7: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (CCCSE) through the Foundation for California Community Colleges (FCCC). The FCCC has an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the CCCSE's assets.

The Foundation has transferred a total of \$228,449 to the FCCC for Osher Scholarships. These funds are invested in a pooled investment fund held by the FCCC (Level 2). At June 30, 2017 the fair value of these pooled investments totaled \$265,205, which consisted of cash of \$13,260, equity securities of \$172,384, and fixed income instruments of \$79,562. A net investment gain of \$18,594 was recognized during year ended June 30, 2017.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

NOTE 7: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

Changes in FCCC Net Assets for the Year Ended June 30, 2017

	Temporarily Unrestricted	Permanently Restricted	Total
FCCC net assets, beginning of year	\$ 18,163	\$ 228,449	\$ 246,612
Investment return:			
Investment income, net of expenses	4,718	-	4,718
Net realized and unrealized gain	26,343	-	26,343
Total investment return	31,061	-	31,061
Disbursements			
Fund distributions	(12,467)	-	(12,467)
Total disbursements	(12,467)	-	(12,467)
Change in FCCC net assets	18,594	-	18,594
FCCC net assets, end of year	\$ 36,757	\$ 228,449	\$ 265,206

The CCCSE was set up to provide matching scholarships funds for California community colleges. The CCCSE was formed through a generous \$50 million matching commitment from the Osher Foundation and an initial contribution of \$25 million. The CCCSE began to distribute scholarship funding from the initial \$25 million gift to each participating community college in the 2009-10 year. The allocation is based on each college's full time equivalent students (FTES) and each scholarship will be valued at \$1,000 for a school year. For the year ended June 30, 2017, the Foundation received \$39,600 including \$12,467 in fund distributions from investment returns from the Osher Scholarship Fund.

NOTE 8: ENDOWMENT

The Foundation's endowment consists of various endowments established for scholarships and educational program purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Directors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended June 30, 2017

NOTE 8: ENDOWMENT

gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the organization
7. The investment policies of the organization

Changes in Endowment Net Assets for the Year Ended June 30, 2017

	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 126,244	\$ 710,667	\$ 836,911
Contributions		4,650	4,650
Investment return:			
Investment income, net of expenses	21,388		21,388
Net depreciation (realized and unrealized)	47,745		47,745
Total investment return	69,133	-	69,133
Other changes:			
Distributions	(7,949)		(7,949)
Total other changes	(7,949)	-	(7,949)
Endowment net assets, end of year	\$ 187,428	\$ 715,317	\$ 902,745

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended June 30, 2017

NOTE 8: ENDOWMENT

Endowment Net Asset Composition by Type of Fund as of June 30, 2017

	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ 74,693	\$ 389,314	\$ 464,007
Project Hope Endowment	112,735	326,003	438,738
	<u>\$ 187,428</u>	<u>\$ 715,317</u>	<u>\$ 902,745</u>

Return Objectives and Risk Parameters

The Foundation has adopted an investment policy which actively safeguards the assets while maintaining some growth to ensure the donations will provide a benefit to the college and its student population. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period(s) as well as board designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to balance safety of principal, growth of principal and generation of income.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation invests the funds for long-term growth and income, while preserving principal with minimum risk.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Foundation does not have a spending policy. Currently, investment earnings on endowments are recognized as temporarily restricted investment income and is used for scholarships.

CERRITOS COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS For the Year Ended June 30, 2017

NOTE 9: PERMANENTLY RESTRICTED

The Foundation has permanently restricted endowed scholarships or programs as of June 30, 2017 and is represented as follows:

Maude West Scholarship	\$ 18,381
Gaskin TeacherTrac Scholarship	10,045
Glorya Welch Scholarship	21,301
Lowell Anderson Scholarship	11,050
McGrath Scholarship	30,025
Non Siegel Endowment	10,474
Bloomfield Scholarship	10,725
Cheryl A. Epple Scholarship	48,126
Paige Scholarship	24,742
Ellen Carver Scholarship	18,609
Bob Hughlett Scholarship	39,825
Habib Business Scholarship	30,000
Pelias Scholarship	29,835
John R Jackson CTE	56,500
Other endowed scholarships	29,826
Project HOPE Endowment	325,853
Total endowment	<u>715,317</u>
Osher Endowment	28,449
Osher Endowment - Edison Green Technology Fund	200,000
Total Osher endowment (Funds held with FCCC)	<u>228,449</u>
Total permanently restricted	<u>\$ 943,766</u>

NOTE 10: RELATED PARTIES

The Foundation provides various levels of monetary support and service to the District. The transactions are recorded within the financial statements as distributions, student programs, and scholarship expense.

The Foundation was organized as an independent organization under California Business Code and has a signed master agreement with the District. The agreement allows the District to provide administrative services to assist the Foundation in carrying out its purpose. The District pays salaries and benefits of the executive director and administrative assistant. The donated services for the fiscal year ended June 30, 2017 were valued at \$365,484 and were reflected in the financial statements as donated services.

Working space for employees who perform administrative services for the Foundation is provided by the District at no charge. The value of donated facilities has not been determined and is therefore not included in the financial statements; however, management does not believe the amount to be material.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 16, 2018**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of International Travel--Taiwan
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ACTION

It is recommended that the Board of Trustees consider international travel to Taiwan for Cerritos College Trustees Shin Liu and Martha Camacho-Rodriguez to meet with New Taipei Student Study Abroad program officials and participate in student orientations as appropriate. The dates of travel are July 6, 2018 through July 17, 2018.

A memoranda of understanding (MOU) was established for multi-year programs identical or similar in nature to the student course of study, internship, and cultural awareness development program. The MOU enables other Cerritos College students to take advantage of this opportunity through the next five years.

FISCAL IMPACT

Funding in an amount not to exceed \$3,200 will be paid from the Board of Trustees general fund conference accounts to fund travel costs for Trustees Shin Lu (\$1,300) and Martha Camacho-Rodriguez (\$1,300).

REPORT SUMMARY

Participating students will take part in in a program of (a) study in courses in the discipline of education, (b) internships in student teaching at the primary and/or secondary level, and (c) cultural awareness development opportunities current and traditional to Taiwan. Consistent with typical college-level study abroad programs, participating students and employees may avail themselves of extended travel time and destinations beyond those stated here entirely at their own expense, risk, and responsibility. Trustees Shin Liu and Martha Camacho-Rodriguez to meet with New Taipei Student Study Abroad program officials and participate in student orientations as appropriate.

NOTICING REQUIREMENTS

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