

CERRITOS COLLEGE

BOARD BOOK

SEPTEMBER 21, 2016

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, September 21, 2016 at 6:30 p.m. (Closed Session)
Open Session will begin at 7:30 p.m.

CALL TO ORDER: Dr. Shin Liu, Board President

Dr. Shin Liu, Board President
Trustee Area 5

Marisa Perez, Board Vice President
Trustee Area 4

Zurich Lewis, Board Clerk
Trustee Area 7

Dr. Sandra Salazar, Member
Trustee Area 6

Dr. Jose Fierro
President/Superintendent

Bob Arthur, Member
Trustee Area 1

Carmen Avalos, Member
Trustee Area 2

John Paul Drayer, Member
Trustee Area 3

Karen F. Patron D.
Student Trustee

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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www.cerritos.edu/board

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

(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.

CLOSED SESSION

1. **Conference with Labor Negotiators (GC #54957.6)**
   - A. Agency Representatives: Mr. Harry Joel and Mr. Steven Andelson
   - B. Employee Organizations:
     Cerritos College Faculty Federation (CCFF)

2. **Reconvene at 7:30 p.m.**

3. **Invocation**

4. **Pledge of Allegiance: Dr. Liu**

5. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

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

OPEN SESSION AGENDA

6. **Institutional Presentation: Recognition of Outstanding Classified Team of the Month**

   The Board of Trustees will recognize Steve Gonzalez and Daniel Becerra, Groundskeepers in the Facilities Department, as Outstanding Classified Team of the Month for August 2016.

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

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

   a. Bond Construction Advisory Committee

CONSENT CALENDAR ITEMS

Agenda Items 8-43 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.

8. **Minutes (Office of the President)**

   It is recommended that the Board of Trustees approve the minutes of the regular meeting of July 20, 2016.

9. **Minutes (Office of the President)**

   It is recommended that the Board of Trustees approve the minutes of the special meeting of July 25, 2016.

10. **Minutes (Office of the President)**

    It is recommended that the Board of Trustees approve the minutes of the regular meeting of August 17, 2016.

11. **RFA #16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing (RN) Programs Grant for 2016 - 2017 for the amount of $171,000 (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve acceptance of $171,000 for the RFA #16-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant for the 2016-2017 funding year. The RFA #16-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant funds will be utilized before June 30, 2017 for an amount not to exceed $171,000. The money will be used to implement the grant work plan to support student assessment, retention and remediation. No district funds will be spent.

12. **Career Technical Education Enhancement Funds – Faculty Stipends (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve individual stipends totaling $12,400 for the 2016-2017 academic year. Funds from the Career Technical Education Enhancement Funds will be utilized for this expenditure. No general funds will be used.

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

    It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year. Perkins funds in the amount of $ 3,000 (1-2 workshops (4-hours) per individual @ $500 or 1-2 lecture (2-hours) per individual @ $250) will be utilized for this expenditure. No district general funds will be used.

14. **Stipends for Nursing Faculty Training Mandated by Clinical Sites (Office of Academic Affairs)**

    It is recommended that the Board of Trustees approve payment of stipends for the mandated nursing faculty training in the amount of $4,166.00. General funds will be used.

15. **Acceptance of Gifts (Office of Business Services)**

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

16. **Sale of Surplus and Obsolete Materials/Equipment (Office of Business Services)**

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

17. **Notice of Completion for Bid No. 14P014, Category 01, Learning Resource Center Phase III Renovation (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Notice of Completion for Dalke & Sons Construction, Inc. of Riverside, California for the Gymnasium Team Room Additions project at Cerritos Community College District as presented. The total final contract amount was $457,634 which was paid by the G.O. Bond.

18. **Notice of Completion for Bid No. 15P002, Gymnasium Team Room Additions Project (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Orders No. 4 and 5 [Design Errors/Omissions] in the total combined amount of $148,889 for the Fine Arts-CIS/Math Building project. The combined amount from Change Orders No. 4 and 5 will be $148,889, increasing the total contract amount to $7,401,851; Change Order 4 is in the amount of $87,893, and Change Order 5 is in the amount of $60,996. Funding will be allocated from the GO Bond.

19. **Notice of Completion for Bid No. 14P020, Category 03, Landscape: Alondra & Studebaker (Office of Business Services)**

    It is recommended that the Board of Trustees approve the Notice of Completion for K.A.R. Construction, Inc. of Ontario, California for the Landscape: Alondra & Studebaker project at Cerritos Community 19College District as presented. The total final contract amount was $78,529 which was paid by the G.O. Bond.

20. **Ratification of Change Orders No. 1 and 2 [Unforeseen Conditions, Errors], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Orders No. 1 and 2 [Unforeseen Conditions, Errors] in the total combined amount of $50,000 for the Fine Arts-CIS/Math Building project. The combined amount from Change Orders No. 1 and 2 will be $50,000, increasing the total contract amount to $1,970,632; Change Order 1 is in the amount of $36,124, and Change Order 2 is in the amount of $13,876. Funding will be allocated from the GO Bond.

21. **Ratification of Change Order No. 2 [Unforeseen Condition], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Change Order No. 2 [Unforeseen Condition] in the amount of $5,793 for the Fine Arts-CIS/Math Building project. The amount from Change Order No. 2 will be $5,793, increasing the contract amount to $5,727,676. Funding will be allocated from the GO Bond.

22. **Reduction of Retention, Bid No. 13P032, Category 11, Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building (Office of Business Services)**

    It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-11 with Sierra Lathing Co., Inc., of Rialto, CA, for the reasons set forth below. The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

23. **Resolution No. 16-0921A Donation of Machine Tool Technology Equipment to Bellflower Unified School District (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 16-0921A, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Bellflower Unified School District as a donation of the District's personal property. No general funds will be used.

24. **Resolution No. 16-0921B Donation of Machine Tool Technology Equipment to Lynwood Unified School District (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 16-0921B, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Lynwood Unified School District as a donation of the District's personal property. No general funds will be used.

25. **Resolution No. 16-0921C Donation of Machine Tool Technology Equipment to Paramount Unified School District (Office of Business Services)**

    It is recommended that the Board of Trustees approve Resolution No. 16-0921C, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Paramount Unified School District as a donation of the District's personal property. No general funds will be used.

26. **Ratification of Subgrantee Agreement with Rancho Santiago Community College District for the CTE Data Unlocked Initiative (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for acceptance of the CTE Data Unlocked Initiative Funds allocated to Cerritos College. Cerritos College will receive funding in the amount of $50,000; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

27. **Project Assignment Agreement No. 18 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project (Office of Business Services)**

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

    1. Rescind the April 20, 2016 approval of Project Assignment Agreement No. 15 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project due to significant DSA mandated changes to the project schedule and scope of inspection services which necessitates a new agreement; and

    2. Approve Project Assignment Agreement No. 18 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project.

    The total contract sum shall be for a total not-to-exceed amount of $223,900; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

28. **Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Construction Surveying -- Shade Structures (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Construction Surveying – Shade Structures. The total contract sum shall be for the amount not-to-exceed $41,800; this amount will be funded from the GO Bond. Hall & Foreman, a Division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

29. **Ratification of Project Assignment Agreement No. 22 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Existing Storm Drain Line Connection – Infrastructure Utilities (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 22 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Existing Storm Drain Line Connection – Infrastructure Utilities. The total contract sum shall be for the amount not-to-exceed $30,700; this amount will be funded from the GO Bond. Hall & Foreman, a division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

30. **Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Expansion Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Inspection Project. The total contract sum shall be for the not-to-exceed amount of $28,369.04; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

31. **Ratification of Project Assignment Agreement No. 8 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Energy Management System (Office of Business Services)**

    It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 8 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Energy Management System. The total contract sum shall be for the not-to-exceed amount of $25,537.52; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

32. **Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion Project (Office of Business Services)**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion project. The total contract sum shall be for the not-to-exceed amount of $101,652; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

33. **Ratification of Amendment to Project Assignment Agreement No. 17 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Sports Field Restroom Project (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building. The total contract sum shall be increased $10,780 for a new not-to-exceed amount of $25,060; this amount will be funded from the GO Bond. The Converse Professional Group, DBA Converse Consultants is headquartered in Monrovia, CA.

34. **Ratification of Amendment to Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for the Sports Field Restroom Project (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for the Sports Field Restroom project. The total contract sum shall be increased $4,200 for a new not-to-exceed amount of $11,600; this amount will be funded from the GO Bond. Hall & Foreman, a Division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

35. **Ratification of the Agreement for the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for Fiscal Year 2016-2017 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for the Fiscal Year 2016-2017. Cerritos College will receive funding in the amount of $200,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

36. **Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2016-2017 (Office of Business Services)**

    It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2016-2017. The District will continue to receive funding in the amount of $38.53 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $795,301; funding is made possible through the California Department of Education. No general funds will be used.

37. **Contracts under $25,000 for the Month of July 2016 (Office of Business Services)**

    It is recommended that the Board of Trustees approve contracts under $25,000 that were processed during the month of July 2016. Funding sources vary and are dependent upon the goods/services purchased.

38. **Purchase Orders for the Month of July 2016 (Office of Business Services)**

    It is recommended that the Board of Trustees approve the purchase orders processed during the month of July 2016. Funding sources vary and are dependent upon the goods/services purchased.

39. **Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 and 2016-2017 Academic Year (Office of Human Resources)**

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

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

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

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

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

42. **Request for Unpaid Leave of Absence: Dr. Monica Bellas, Professor (Anthropology Department) (Office of Human Resources)**

    It is recommended that the Board of Trustees approve Dr. Monica Bellas' request for a 40% unpaid leave of absence due to personal reasons for the period of August 15, 2016 through December 16, 2016. Replacement cost may or may not have a financial impact depending on substitute's salary rate.

43. **Employment of Classified Managers (Office of Human Resources)**

    _____, College Psychologist, Student Health and Wellness, Management Salary Schedule, Grade 28, Step 1 ($7,396.00/month)

INFORMATION ITEMS

Agenda Item xx is presented for Information Only. No action will be taken by the Board of Trustees.

44. **Presentation and Discussion Item: 2016-2017 Draft Strategic Plan (Office of the Academic Affairs)**

    It is recommended that the Board of Trustees review and discuss the college's 2016-2017 Draft Strategic Plan. There is no fiscal impact.

ADMINISTRATIVE ITEMS

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

45. **Consideration of Adoption of Resolution 16-0921D in Support of Proposition 55 (Requested by Trustee Sandra Salazar)**

    It is recommended that the Board of Trustees Adopt Resolution 16-0921D in Support of Proposition 55.

46. **Consideration of Adoption of 2016-2017 Board of Trustees and President/Superintendent Goals (Office of the President)**

    It is recommended that the Board of Trustees adopt the 2016-2017 Board of Trustees and President/Superintendent Goals.

47. **Award Independent Contractor Services Agreement with MIG, Inc. for the District's Educational Master Plan Consultant (Office of Business Services)**

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into an Independent Contractor Services Agreement with MIG, Inc. of Pasadena, California for the purpose of providing consulting services for the Educational Master Plan for Cerritos College pursuant to Request for Proposal (RFP) No. 16C0007, Educational Master Plan Consultant. The total contract sum shall be for the not-to-exceed amount of $139,565; funding for this agreement will be allocated from the General Fund.

48. **Presentation and Consideration of Approval of the 2016-17 Adopted Budget (Office of Business Services)**

Ali Delawalla will present the 2016-17 budget for adoption. It is recommended that the Board of Trustees approve the 2016-17 Adopted Budget as presented. The college is required to have its 2016-17 annual budget adopted by the Board of Trustees and submitted to the Chancellor's Office by September 21 and to the Los Angeles County Office of Education after adoption.

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.

49. **Adjournment**

The Next Study Session Meeting of the Board of Trustees is set for Wednesday, October 5, 2016 at 6:30 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 September 15, 2016 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: **September 21, 2016**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Harry Joel
Interim Vice President of
Human Resources/Assistant
Superintendent

SUBJECT: Institutional Presentation: Recognition of Outstanding Classified Team of the Month

ACTION

The Board of Trustees will honor Steve Gonzalez and Daniel Becerra, Groundskeepers in the Facilities Department, as Outstanding Classified Team of the Month for August 2016.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Outstanding Classified Employee Selection Committee named Steve Gonzalez and Daniel Becerra as the recipients of the Outstanding Classified/Confidential Team of the Month Award for August 2016.

Steve and Daniel have gone above and beyond in their efforts to maintain the beauty of our campus. With all the transitional construction happening on campus it's been a challenge to keep the campus clean and presentable.

They both have their individual assignments but often team up to attack large scale projects. They each moved into new areas this past year and are transforming the grounds. The facilities department receives many compliments not only about how beautiful the grounds look but also about Steve and Daniels positive attitudes. Their teamwork is evident in the cleanliness of the campus as well as the beautification projects they work on together. They take pride in their work and have a clear vision and understanding of what they want to accomplish. It is a pleasure to have Steve and Daniel as groundskeepers here at Cerritos and we all look forward to continually watching them improve the campus.

The administration, staff and students appreciate your personal attributes and outstanding efforts. Cerritos College is proud to have you on staff and we commend you for your outstanding service and dedication to this institution and our students. Thank you for a job well done!

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None.

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, July 20, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Zurich Lewis, Board Clerk (Trustee Area 7), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Karen Patron (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. Stephen Johnson, Vice President of Student Services, Dr. Solomon Namala, CCFF President, and David Ward, CSEA Representative. Bob Arthur (Trustee Area 1), Dr. Sandra Salazar (Trustee Area 6), and Marisa Perez, Board Vice President (Trustee Area 4) were not present.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

1. President/Superintendent's 2016-17 Goals

2. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
   Cerritos College Faculty Federation (CCFF)

3. The board reconvened at 7:30 p.m.

4. Invocation: John Paul Drayer

5. Pledge of Allegiance: Zurich Lewis

6. Roll Call

AGENDA ORGANIZATION

There were no changes to the agenda organization.

COMMENTS FROM THE AUDIENCE

Erica Moreno, Patricia del Castillo, Christina Galvez, Jerry Ramos, and Dr. Kimberley Duff spoke in support of the employees who recently resigned at the Child Development Center.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

7. The Board of Trustees recognized Monique Valencia, Program Assistant, as Classified Employee of the Month for June 2016.

8. The Board of Trustees recognized Steven Kim and Tom Chu, Multimedia Technicians, as the Classified Team for the Month for June 2016.

9. The Board of Trustees received a presentation from Linda Vasquez, Director, Regional Affairs for the Campaign for College Opportunity.

10. The Board of Trustees recognized Ruben Cortez for his years of dedicated service to Cerritos College.

11. The Board of Trustees received a summary of Board advisory committee activities, as attached.

CONSENT CALENDAR ITEMS

It was moved by Mr. Lewis and seconded by Dr. Liu to approve Consent Calendar Items 12 through 65. The motion failed through a roll call vote [3 ayes, 1 no (Drayer), 0 abstentions, 3 absent (Arthur, Perez, Salazar)] (student advisory vote: aye).

12. Minutes of the regular meeting of May 4, 2016.

13. Minutes of the special meeting of May 4, 2016.

14. Minutes of the regular meeting of May 18, 2016.

15. Minutes of the regular meeting of June 1, 2016.

16. Minutes of the special meeting of June 3, 2016.

17. Ratification of Conference Request for Travel Outside the United States for Chris Richardson, as attached.

18. BSI-funded Stipend for Student Success Center Initiatives for Spring of 2016, as attached.

19. Stipends for Faculty Training for the Retail Management Grant Training Program, as attached.

20. 2016-2017 Perkins/CTE Transition Funds Allocation in the amount of $889,479, as attached.

21. Teacher Preparation Pipeline Grant (TPP) Faculty Stipends, as attached.

22. Acceptance of the Report of the Technical & Occupational Program (TOP) Committee on Career Technical Education (CTE) Programs, as attached.

23. Notice of Completion for Bid No. 14P014, Category 02, Learning Resource Center Phase 3 Renovation, as attached.

24. Notice of Completion for Bid No. 14P014, Category 03, Learning Resource Center Phase 3 Renovation, as attached.

25. Notice of Completion for Bid No. 14P020, Category 01, Landscape: Alondra & Studebaker, as attached.

26. Notice of Completion for Bid No. 14P020, Category 02, Landscape: Alondra & Studebaker, as attached.

27. Notice of Completion for Bid No. 14P020, Category 04, Landscape: Alondra & Studebaker, as attached.

28. Rejection of All Bids for Bid No. 15P006, Shade Structures, as attached.

29. Change Order No. 1 [Unforeseen Condition, Owner Added Scope], (Bid No. 13P024, Category 05), Avi-Con, Inc. dba CA Construction, Culinary Arts Renovation, as attached.

30. Change Orders No. 1, 2, and 3 [Agency Driven Changes, Unforeseen Conditions, Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building, as attached.

31. Ratification of Change Order No. 1 [Agency Driven Change], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building, as attached.

32. Ratification of Change Order No. 1 [Agency Driven Change], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building, as attached.

33. Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 14P020, Category 03), K.A.R. Construction, Inc., Landscape: Alondra & Studebaker Project, as attached.

34. Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P019, Category 02), Bon Air, Inc., Campus Electrical and Chilled Water Upgrade Project, as attached.

35. Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with LPA, Inc. for the Stadium Turf Replacement Project, as attached.

36. Project Assignment Agreement No. 6 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the EMS Upgrade Project, as attached.

37. Ratification of Amendment to Project Assignment Agreement No. 3 to the Master Inspector Services Agreement with TYR, Inc. for the Sports Field Restroom Project, as attached.

38. Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building, as attached.

39. Ratification of Contract with the Los Angeles County Office of Education for the Annual Agreement for PeopleSoft Financial Systems, as attached.

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46. Ratification of Acceptance of Gifts, as attached.

47. Records Disposal Per Title V of the California Code of Regulations, as attached.

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51. Contracts under $25,000 for the Month of May 2016.

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Added by revision:

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Administrative Clerk ll (Counseling), Grade 24, Step 1 ($3,258.00/month) effective July 21, 2016: Sophia Valencia

54. Employment of 2016 Summer Session Faculty Personnel, as attached.

55. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year, as attached.

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Bonness, Nicholas Sean, Instructor (Chemistry), Column B, Step 3, Faculty Salary Schedule ($58,757/annual), 10-School Month Contract, effective August 15, 2016

Li, DeJun, Instructor (Engineering Design), Column B, Step 3, Faculty Salary Schedule ($58,757/annual), 10-School Month Contract, effective August 15, 2016

Martinez, Rachel, DSPS Disability Specialist/Instructor (Disabled Students Programs & Services), Column B, Step 3, Faculty Salary Schedule ($70,508.40/annual), 12-School Month Contract, effective July 25, 2016

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Aguayo, Roberto, Counselor (Counseling & Guidance), Column B, Step 3, Faculty Salary Schedule ($70,508.40/annual), 12-School Month Contract, effective July 28, 2016

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Strand, Hans, Captain of Campus Police, Campus Police, Management Employees Salary Schedule, Grade 28, Step 6 ($8,714.00/month), effective July 21, 2016

60. Extension of Temporary Reassignment of Classified Managers, as follows:

Strand, Hans, Interim Captain of Campus Police, Campus Police, Management Employees Salary Schedule, Grade 28, Step 6 ($8,714.00/month) extend end date from July 1 through July 20, 2016

61. Request for Unpaid Leave of Absence: Dr. David Betancourt, Professor (Music Department), as attached.

62. Request for Unpaid Leave of Absence: Ms. Pamela Lewandowski, Assistant Professor, as attached.

63. Reorganization of the Child Development Center, new Salary Schedule, and new Child Development Center Job Descriptions, as attached.

64. New Classified Management Job Classification and Description of Admissions and Records Assistant Director, as attached.

65. Student Equity Project Stipends to Faculty-Faculty Inquiry Group (FIG) on Closing the Achievement Gap, as attached.

INFORMATION ITEMS

66. The Board of Trustees received the Initial Proposal of the California School Employees Association (CSEA), Chapter #161, to the Cerritos Community College District for Negotiation of the CSEA-District Collective Bargaining Agreement for the Period July 1, 2016 - June 30, 2017 Re-Openers, and Notification of a Public Hearing at the August 17 Regular Board Meeting.

67. This item was removed from the agenda.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Ms. Patron:

- stated that students are frustrated that they pay the same fees in summer but do not receive the same services; and
- asked where the radio station will be located after the Burnight Centre is gone.

Mr. Drayer:

- expressed his well wishes for Bellflower councilmembers Sonny Santa Ines and Ron Schnablegger; and
- asked that tonight's meeting be adjourned in memory of Jerry Miller from Bellflower.

Zurich Lewis:

- thanked everyone who attended the Fireworks Day at La Mirada Regional Park and added that the Rotary Club of La Mirada had a record fundraiser through the fireworks booth;
- congratulated his father, John Lewis, on being the new president of the Rotary Club of La Mirada; and
- participated in the La Mirada Charity Tennis Tournament held at Biola University and thanked coach Dee Henry for her hard work.

Dr. Fierro:

- encouraged everyone to attend the music and sports festival this weekend in support of student scholarships.

68. The meeting was adjourned in memory of Jerry Miller at 8:54 p.m.

Signed:

_____

Dr. Shin Liu, Board President

_____

Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Monday, July 25, 2016 at 8:30 a.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Zurich Lewis, Board Secretary (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), Dr. Sandra Salazar (Trustee Area 6), and Dr. Jose Fierro, President/Superintendent. John Paul Drayer (Trustee Area 3) and Marisa Perez, Board Vice President (Trustee Area 4) were not present.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

1. Public Employee Discipline/Dismissal/Release (Five Employees) (GC# 54957)

2. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
   Cerritos College Faculty Federation (CCFF)

3. The board reconvened at 9:30 a.m.

4. Pledge of Allegiance: Bob Arthur

5. Roll Call

COMMENTS FROM THE AUDIENCE

Several individuals spoke regarding the recent resignation of several employees in the Child Development Center.

CONSENT CALENDAR ITEMS

It was moved by Mr. Lewis and seconded by Mr. Arthur to approve Consent Calendar Items 12 through 65. The motion was approved through a roll call vote [5 ayes, 0 noes, 0 abstentions, 2 absent (Drayer, Perez)].

6. Minutes of the regular meeting of May 4, 2016.

7. Minutes of the special meeting of May 4, 2016.

8. Minutes of the regular meeting of May 18, 2016.

9. Minutes of the regular meeting of June 1, 2016.

10. Minutes of the special meeting of June 3, 2016.

11. Ratification of Conference Request for Travel Outside the United States for Chris Richardson, as attached.

12. BSI-funded Stipend for Student Success Center Initiatives for Spring of 2016, as attached.

13. Stipends for Faculty Training for the Retail Management Grant Training Program, as attached.

14. 2016-2017 Perkins/CTE Transition Funds Allocation in the amount of $889,479, as attached.

15. Teacher Preparation Pipeline Grant (TPP) Faculty Stipends, as attached.

16. Acceptance of the Report of the Technical & Occupational Program (TOP) Committee on Career Technical Education (CTE) Programs, as attached.

17. Notice of Completion for Bid No. 14P014, Category 02, Learning Resource Center Phase 3 Renovation, as attached.

18. Notice of Completion for Bid No. 14P014, Category 03, Learning Resource Center Phase 3 Renovation, as attached.

19. Notice of Completion for Bid No. 14P020, Category 01, Landscape: Alondra & Studebaker, as attached.

20. Notice of Completion for Bid No. 14P020, Category 02, Landscape: Alondra & Studebaker, as attached.

21. Notice of Completion for Bid No. 14P020, Category 04, Landscape: Alondra & Studebaker, as attached.

22. Rejection of All Bids for Bid No. 15P006, Shade Structures, as attached.

23. Change Order No. 1 [Unforeseen Condition, Owner Added Scope], (Bid No. 13P024, Category 05), Avi-Con, Inc. dba CA Construction, Culinary Arts Renovation, as attached.

24. Change Orders No. 1, 2, and 3 [Agency Driven Changes, Unforeseen Conditions, Errors], (Bid No. 13P032, Category 04), Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building, as attached.

25. Ratification of Change Order No. 1 [Agency Driven Change], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building, as attached.

26. Ratification of Change Order No. 1 [Agency Driven Change], (Bid No. 14P006, Category 10), Golden Glass, Inc., Fine Arts-CIS/Math Building, as attached.

27. Ratification of Change Order No. 2 [Deductive Credit], (Bid No. 14P020, Category 03), K.A.R. Construction, Inc., Landscape: Alondra & Studebaker Project, as attached.

28. Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P019, Category 02), Bon Air, Inc., Campus Electrical and Chilled Water Upgrade Project, as attached.

29. Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with LPA, Inc. for the Stadium Turf Replacement Project, as attached.

30. Project Assignment Agreement No. 6 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the EMS Upgrade Project, as attached.

31. Ratification of Amendment to Project Assignment Agreement No. 3 to the Master Inspector Services Agreement with TYR, Inc. for the Sports Field Restroom Project, as attached.

32. Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building, as attached.

33. Ratification of Contract with the Los Angeles County Office of Education for the Annual Agreement for PeopleSoft Financial Systems, as attached.

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58. New Classified Management Job Classification and Description of Admissions and Records Assistant Director, as attached.

59. Student Equity Project Stipends to Faculty-Faculty Inquiry Group (FIG) on Closing the Achievement Gap, as attached.

60. The meeting was adjourned at 9:45 a.m.

Signed:

_____
Dr. Shin Liu, Board President

_____
Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: September 21, 2016

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Interim Vice President of Academic Affairs

PREPARED BY:

Sandra Marks
Instructional Dean of Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Acceptance of RFA #16-200-002 Assessment, Remediation and Retention for Associate Degree Nursing (RN) Programs Grant for 2016 - 2017 for the amount of $171,000

ACTION

It is recommended that the Board of Trustees approve acceptance of $171,000 for the RFA #16-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant for the 2016-2017 funding year.

FISCAL IMPACT

The RFA #16-200-002 Assessment, Remediation and Retention for Registered Nursing Programs Grant funds will be utilized before June 30, 2017 for an amount not to exceed $171,000. The money will be used to implement the grant work plan to support student assessment, retention and remediation. No district funds will be spent.

REPORT SUMMARY

These funds will be utilized to provide a variety of activities in accordance with the grant work plan objectives and activities. The grant work plan activities include:

- An Assessment/Remediation Case Manager and support resources to assist students who do not meet the cut score on the pre-admission Testing of Essential Academic Skills assessment in order to achieve readiness for the nursing program as mandated by the grant.
- The nursing program will provide a Retention Specialist to assess at risk students and assist them in identifying barriers to their success and referral to appropriate resources.
- Simulation Specialist to conduct simulation scenarios for all students to build critical thinking, communication and clinical judgment skills.
- Nursing faculty will conduct workshops to support both clinical and didactic practice to promote critical thinking, enhance clinical judgment and promote student success.
- Faculty participation in faculty development activities, conferences and workshops.

- Funds for simulation and skills lab equipment and supplies.
- Clinical assistants to work in the clinical setting to assist students attain clinical competence, and build clinical patient care skills.
- Additional supervised skills lab hours for students to practice clinical skills and competencies.
- Clinical and didactic tutors to work with at-risk students
- Provide graduates support for the National Counsel Licensure Examination (NCLEX). Graduates must pass this test to become a Registered Nurse.

These resources are intended to maximize student success and strengthen program retention, course and program completion and graduate NCLEX pass rates.

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: **September 21, 2016**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Career Technical Education Enhancement Funds – Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling $12,400 for faculty listed below for the 2016-2017 academic year.

FISCAL IMPACT

Funds from the Career Technical Education Enhancement Funds will be utilized for this expenditure. No general funds will be used. The following participants are to receive stipends:

Kenny Lou	$5,000
Jean Quirk	$7,400

REPORT SUMMARY

Cerritos College entered into subgrantee agreement with Rancho Santiago Community College District for acceptance of regional Career Technical Education Enhancement Funds which is used for vocational program improvement on a collaborative basis.

The purpose of the governing grant is to develop, enhance, retool, and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs. (Grant No. 14-187-006 approved by the Board of Trustees on July 15, 2015).

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: **September 21, 2016**

Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Dr. Nick Real
Instructional Dean of Technology

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

ACTION

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

FISCAL IMPACT

Perkins funds in the amount of $ 3,000 (1-2 workshops (4-hours) per individual @ $500 or 1-2 lecture (2-hours) per individual @ $250) will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

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

		Topic
1.	Michael Stanton	Commercial Workshop
2.	Kat Dillion	Commercial Presentation and Pitches
3.	David Wollock	Reality Television Projects
4.	Magen Reece	Reality Television Projects
5.	Sam Warren	Casting Actors
6.	Pam Giles Bouvier	Casting Actors
7.	George Fisher	Motion Picture Stunts
8.	John Moio	Motion Picture Stunts
9.	Kurt Gauger	Props/Art Direction Workshop
10.	Mike Ryan	Shooting Vehicles

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: **September 21, 2016**

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

Sandy Marks
Instructional Dean Health Occupations

SUBJECT: Consideration of Approval of Stipends for Nursing Faculty Training Mandated by Clinical Sites

ACTION

It is recommended that the Board of Trustees approve payment of stipends for the mandated nursing faculty training in the amount of $4,166.00.

FISCAL IMPACT

General funds will be used.

REPORT SUMMARY

Annual training is required for all college nursing instructors who bring clinical nursing groups to PIH (Presbyterian Intercommunity Hospital) Health Hospital - Downey. This training occurs prior to the start of the 2016/17 academic year. In addition to their attendance, instructors must complete 9 Healthstream modules prior to their day of training.

The following nursing instructors are to receive stipends for PIH Health Hospital - Downey:

Debra Felix	$488	Shawna Smith	$488
Martha Montellano	$488	Angelica Velasquez	$488
Rachel Natividad	$488	Lizette Veloz-Rendon	$488
Rebecca Orozco	$488		

Annual training is required for all college nursing instructors who bring clinical nursing groups to PIH Health Hospital - Whittier. This training occurs prior to the start of the 2016/17 academic year.

The following nursing instructor is to receive a stipend for PIH Health Hospital - Whittier:

Martha Montellano	$150

Faculty who attend clinical at DHS (Department of Human Services) facilities (Rancho Los Amigos National Rehabilitation Center) are required to attend DHS Competency Testing which includes one day of practice and one day of testing. Testing includes both written and performance stations. The competency practice and testing are mandatory for faculty to continue clinical rotations.

The following nursing instructors are to receive stipends for DHS:

Melodie Cooke	$300	Kelli Brooks	$300

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: **September 21, 2016**

Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting 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 gift listed below on behalf of Cerritos College.

FISCAL IMPACT

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

REPORT SUMMARY

The following items were received on July 14, 2016 and August 11, 2016 by the College as a donation:

For Use in the Technology Division (Engineering Design Technology, Machine Tool Technology, Plastics, and Automotive Programs)

- Six (6) pallets of 3/8" thick acrylic

  Donated by: Airwolf 3D
  Attn: Mr. Erick Wolf
  130 McCormick, Suite 105
  Costa Mesa, CA 92626

The estimated value of the above items is $10,000.

For Use in the Automotive Mechanical Repair Program

- 2014 Chevrolet Cruze (VIN: 1G1P75SZ2E7302383)

  Donated by: General Motors
  Attn: Mr. Arman Marukian
  18605 Studebaker Road
  Cerritos, CA 90703

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

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: **September 21, 2016**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Sale of Surplus and Obsolete Materials/Equipment

ACTION

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

FISCAL IMPACT

Proceeds from the sale of surplus items will be deposited into the General Fund.

REPORT SUMMARY

Cerritos College is the owner of the items listed on Exhibit A. The attached listed items have exceeded their useful life and are no longer suitable for use at Cerritos College and may be disposed of through public auction sales.

In accordance with Board Policy 6550, Administrative Procedures 6550, and California Education Code Section 81450 et seq., authority is delegated to the President/Superintendent or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the district's policy and administrative procedures.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Exhibit A: Electronic Equipment and Miscellaneous Material

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: SEPTEMBER 21, 2016

Qty	Description	CC #s	Serial #s
2 Each	Hutches	N/A	N/A
1 Each	Refrigerator	N/A	N/A
12 Each	File Cabinets	N/A	N/A
1 Each	Delta Drill Press	N/A	N/A
4 Each	TV's	N/A	N/A
6 Each	Desks	N/A	N/A
2 Each	Storage Cabinets	N/A	N/A
35 Each	Computer Monitors	N/A	N/A
6 Each	Tool Boxes	N/A	N/A
6 Each	Chairs	N/A	N/A
1 Each	John Deere Groomer	N/A	N/A
1 Each	Taylor Dunn Electric Cart	N/A	N/A
1 Each	Tru-Cut Reel Mower	36294	N/A
1 Each	Mott #88 Flail Mower	05272	7310
4 Each	Power Trim Edger 308H	N/A	N/A
1 Pallet	Misc. Audio Visual Equipment (DVD Players, Lights, Projectors, CD Players)	N/A	N/A
1 Pallet	Computer Accessories (Keyboards, Speakers, Cords, etc.)	N/A	N/A
1 Pallet	Misc. Office Equipment (Fax Machines, Typewriters, Desktop Printers, etc.)	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 14P014, Category 01, Learning Resource Center Phase III Renovation

ACTION

It is recommended that the Board of Trustees approve the Notice of Completion for Couts Heating & Cooling, Inc. of Corona, California for the Learning Resource Center Phase III Renovation project at Cerritos Community College District as presented.

FISCAL IMPACT

The total final contract amount was $1,660,513 which was paid by the G.O. Bond.

REPORT SUMMARY

Cerritos College issued a contract to Couts Heating & Cooling, Inc. on June 3, 2015. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on August 15, 2016. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Notice of Completion Recording – Couts Heating & Cooling, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Learning Resource Center Phase III Renovation, Bid No. 14P014, Category 01** contract for the doing of which was heretofore entered into on the **3rd of June, 2015** which contract was made with **Couts Heating & Cooling, Inc.**, contract number **14P014-01**, as contractor; that said improvements were completed on the **15th of August, 2016**, and accepted by formal action of the governing board of said DISTRICT on the **21st of September, 2016**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Hanover Insurance Company.**

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA

By:_____
Noorali Delawalla
Acting Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 15P002, Gymnasium Team Room Additions Project

ACTION

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

FISCAL IMPACT

The total final contract amount was $457,634 which was paid by the G.O. Bond.

REPORT SUMMARY

Cerritos College issued a contract to Dalke & Sons Construction, Inc. on January 20, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on July 1, 2016. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Notice of Completion Recording – Dalke & Sons Construction, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Gymnasium Team Room Additions, Bid No. 15P002** contract for the doing of which was heretofore entered into on the **20th of January, 2016** which contract was made with **Dalke & Sons Construction, Inc.**, contract number **15P002**, as contractor; that said improvements were completed on the **1st of July, 2016**, and accepted by formal action of the governing board of said DISTRICT on the **21st of September, 2016**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Ohio Casualty Insurance Company.**

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA

By:_____
Noorali Delawalla
Acting Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 14P020, Category 03, Landscape: Alondra & Studebaker

ACTION

It is recommended that the Board of Trustees approve the Notice of Completion for K.A.R. Construction, Inc. of Ontario, California for the Landscape: Alondra & Studebaker project at Cerritos Community College District as presented.

FISCAL IMPACT

The total final contract amount was $78,529 which was paid by the G.O. Bond.

REPORT SUMMARY

Cerritos College issued a contract to K.A.R. Construction, Inc. on September 16, 2015. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on March 14, 2016. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Notice of Completion Recording – K.A.R. Construction, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Landscape: Alondra & Studebaker, Bid No. 14P020, Category 03** contract for the doing of which was heretofore entered into on the **16th of September, 2015** which contract was made with **K.A.R. Construction, Inc.**, contract number **14P020-03**, as contractor; that said improvements were completed on the **14th of March, 2016**, and accepted by formal action of the governing board of said DISTRICT on the **21st of September, 2016**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Travelers Casualty and Surety Company of America.**

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA

By:_____
Noorali Delawalla
Acting Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Orders No. 1 and 2 [Unforeseen Conditions, Errors], (Bid No. 13P032, Category 18), Empyrean Plumbing, Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees ratify Change Orders No. 1 and 2 [Unforeseen Conditions, Errors] in the total combined amount of $50,000 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The combined amount from Change Orders No. 1 and 2 will be $50,000, increasing the total contract amount to $1,970,632; Change Order 1 is in the amount of $36,124, and Change Order 2 is in the amount of $13,876. Funding will be allocated from the GO Bond.

Original Contract Amount		$1,920,632
Fine Arts Portion of Project (FA)	$1,400,316	
CIS/Math Portion of Project (CIS/M)	$520,316	
Amount of Change Order 1 (FA)		$36,124
Amount of Change Order 2 (CIS/M)		$13,876
New Contract Sum		$1,970,632

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to Empyrean Plumbing, Inc. of Riverside, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 18 of this project represents the Site and Building Plumbing element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached items in Change Orders No. 1 and 2 is $50,000. The original full contract amount approved by the Board was $1,920,632. Therefore, Change Orders No. 1 and 2 are in compliance with Public Contract Code Section 20659. Change Orders No. 1 and 2 are due to unforeseen conditions of needing to relocate and install new underground fire water lines and new storm drain lines. Due to design omissions, an additional backflow device and fittings needed to be installed to eliminate the potential for contamination of the proposed water system for the Fine Arts building. Change Orders No. 1 and 2 have 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 Orders No. 1 and 2.

	Change Order	Date	Amount	Percentage of Change
Pending	1, 2	September 21, 2016	$50,000	2.6%

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

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

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

ATTACHMENT(S)
Change Order No. 2 to Contract No. 13P032-18 (CIS/Math Building portion) – Empyrean Plumbing, Inc.
Change Order No. 1 to Contract No. 13P032-18 (Fine Arts Building portion) – Empyrean Plumbing, Inc.
Contract No. 13P032-18 – Empyrean Plumbing, Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: CIS/Mathematics

Description: Install additional underground fire water line and concrete slurry located along west end of the proposed CIS/Mathematics building.

Reason: It was determined that the proposed underground fire water line was required to be re-routed underneath the proposed concrete foundation of the building, in order avoid underground utilities located west of the new CIS/Mathematics building.

Benefit: Re-routing of the underground fire water line eliminates the potential demolition of the existing hardscape and re-routing of existing underground utilities.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 13,876.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$13,876.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	36,124.00
Net sum prior to this Change Order	$	1,956,756.00
Amount of Change Order No. 2	$	13,876.00
New Contract Sum	$	1,970,632.00

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_____, 2016

Requested By:

7/12/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP 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:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-18

To: Empyrean Plumbing, Inc.
PO Box 5680
Riverside, CA 92517
Phone: 951-776-4616
Fax: 951-346-5675

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Install additional new storm drain line to replace the existing storm drain line located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 18,999.00

Time Extension: .....0 Work days

Item 1.02

Building: Fine Arts

Description: Add one (1) backflow preventer device, one (1) reduced pressure backflow device, and associated fittings for the proposed Fine Arts and Film building.

Reason: It was determined that an additional backflow device would be required to be installed in conjunction with the proposed underground water lines for the building.

Benefit: Eliminates the potential of contamination or pollution into the proposed water system for the building.

Requested by: Hill Partnership, Inc.

CO Type: Design omission

Change Amount: ..... $ 17,125.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $36,124.00
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,920,632.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	1,920,632.00
Amount of Change Order No. 1	$	36,124.00
New Contract Sum	$	1,956,756.00
Percentage of Change to Contract		1.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

7/6/16
(SIGNATURE & DATE)
EMPYREAN PLUMBING, INC.
DAVID KORALEWSKI
PO Box 5680
Riverside, CA 92517

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP 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:

07.12.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-18

BID CATEGORY: 18, Site & Building Plumbing

DOLLAR VALUE: $1,920,632.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Empyrean Plumbing, Inc.

Address: 1370 Dodson Way, Riverside, CA 92507 (Physical)
Address: PO Box 5680, Riverside, CA 92517 (Mailing)
Phone: 951-776-4616
Fax: 951-346-5675

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Empyrean Plumbing, Inc.,** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 18, Site & Building Plumbing
   ("Project")

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work

with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

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

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

One Million Nine Hundred Twenty Thousand Six Hundred Thirty-Two and 00/100 Dollars

($1,920,632.00),

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

Fine Arts:

One-Million, Four-Hundred, Three-Hundred, Sixteen Thousand Dollars	**$1,400,316.00**

CIS/Math:

Five-Hundred, Twenty Thousand, Three-Hundred, Sixteen Dollars	**$520,316.00**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

CONTRACTOR

EMPYREAN PLUMBING, INC.

By: _____

Title: President

Print Name: David Koralewski

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-18

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Empyrean Plumbing, Inc.** with its principal place of business at 1370 Dodson Way, Riverside, CA 92507 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

Whereas, District and Contractor entered into that certain Agreement dated October 2, 2014 ("Agreement"), whereby Contractor agreed to provide certain services for the **Fine Arts/CIS-Math Building Project** (Bid No. 13P032)**, Category 18** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

CONTRACTOR:
Empyrean Plumbing, Inc.

By: _____
Signature

David Koralewski, President
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES
Typed or Printed Name, & Title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting 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 Condition], (Bid No. 13P032, Category 19), RDM Electric, Inc., Fine Arts-CIS/Math Building**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Unforeseen Condition] in the amount of $5,793 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $5,793, increasing the contract amount to $5,727,676. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 1, 2014, the Board awarded a contract to RDM Electric, Inc. of Chino, California for the Fine Arts-CIS/Math Building project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid eighteen (18) disciplines for various elements of the project work. Category 19 represents the Electrical/Low Voltage element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 2 is $5,793. The original contract amount approved by the Board was $5,725,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the removal of the existing storm drain line to accommodate the new electrical encasement. 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	September 21, 2016	$5,793	0.1%
	1	July 25, 2016	($3,117)	-0.1%

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

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

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

ATTACHMENT(S)
Change Order No. 2 to Contract No. 13P032-19 – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 13P032-19 – RDM Electric Co., Inc.
Contract No. 13P032-19 – RDM Electric Co., Inc.

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 02

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: June 24, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Fine Arts

Description: Remove existing storm drain line and associated debris located west of the new Fine Arts building and east of the existing Woodworking building.

Reason: It was determined that the existing storm drain line was buried in the location of where the proposed underground high voltage electrical encasement for the Fine Arts and CIS/ Math buildings was required to be installed. As a result, the existing storm drain line was removed to accommodate the new electrical encasement, and a new storm drain line was installed once the electrical encasement was installed.

Benefit: Removal of the existing storm drain line allowed the installation of the electrical encasement and continued advancement of construction.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: $5,793.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$5,793.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	(3,117.00)
Net sum prior to this Change Order	$	5,721,883.00
Amount of Change Order No. 2	$	5,793.00
New Contract Sum	$	5,727,676.00

Percentage of Change to Contract 0.0%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

Robert N. McDonnell Jr. 7-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP 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:

07.18.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

7/12/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

08/04/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01

Contract # 13P032-19

To: RDM Electric Co., Inc.
13867 Redwood Avenue
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: May 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Add concrete and omit exterior fire rated louvers and related fire alarm infrastructure located at the exterior workyard of the Fine Arts building.

Reason: It was determined that the fire rated louvers at the exterior workyard were no longer required to be installed by the Division of State Architect (DSA). As a result, the louver and related fire alarm infrastructure was omitted, and the areas omitted were infilled with cast-in place concrete. Total cost includes the added cost of concrete, as well as the deductive costs to omit the louvers and Fire Alarm infrastructure for a total net add of $2,487.00 to the College.

Benefit: Deacreased future maintenance costs, as the louvers and fire alarm infrastructure originally shown to be provided is no longer required by DSA.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Agency Driven Change

Change Amount: ..... ($3,117.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($3,117.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	5,725,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	5,725,000.00
Amount of Change Order No. 1	$	(3,117.00)
New Contract Sum	$	5,721,883.00
Percentage of Change to Contract		-0.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

Robert D. McDonnell Jr. 6-7-16
(SIGNATURE & DATE)
RDM ELECTRIC, INC.
ROB MCDONNELL, JR.
13867 Redwood Avenue
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
NOORALI DELAWALLA
ACTING VP 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:

06.15.16
(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

6/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

06/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



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

DATE OF CONTRACT: October 2, 2014 / CONTRACT NO.: 13P032-19

BID CATEGORY: 19, Electrical/Low Voltage

DOLLAR VALUE: $5,725,000.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, Ca 91710
Phone: 909-591-0990
Fax: 909-591-1599

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **RDM Electric Co., Inc.,** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 19, Electrical/Low Voltage
   ("Project")

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

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

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

Five Million Seven Hundred Twenty-Five Thousand and 00/100 Dollars

($5,725,000.00),

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

Fine Arts:

Three-Million, Three-Hundred, Seventy-Five Thousand Dollars	**$3,375,000.00**

CIS/Math:

Two-Million, Three-Hundred, Fifty Thousand Dollars	**$2,350,000.00**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

CONTRACTOR

RDM ELECTRIC CO., INC.

By: Robert D. McDonnell

Title: President

Print Name: Robert McDonnell

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval for Reduction of Retention, Bid No. 13P032, Category 11, Sierra Lathing Co., Inc., Fine Arts-CIS/Math Building

ACTION

It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-11 with Sierra Lathing Co., Inc., of Rialto, CA, for the reasons set forth below.

FISCAL IMPACT

The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

REPORT SUMMARY

On October 1, 2014, the Board approved Contract No. 13P032-11 to Sierra Lathing Co., Inc. for the construction of the Fine Arts-CIS/Math Building, Category 11. The contractor's project category scope of work consisted of Metal Stud/Drywall/Plaster. Per the first Notice to Proceed issued, the work began on November 19, 2014, and had an original substantial completion date of September 12, 2016. The architect-engineer of record, The Hill Partnership, Inc. dba HPI Architecture, duly inspected the work and determined that the contractor's project category of work met partial substantial completion on August 4, 2016.

Pursuant to Resolution No. 12-04 as approved by the Board of Trustees on February 15, 2012, the project was determined to be substantially complex and subject to retention in the amount of 10% of the total contract price. Therefore, Contract No. 13P032-11 with Sierra Lathing Co., Inc. required the District to withhold 10% retention.

California Public Contract Code (PCC) Section 9203 provides that the District's Board of Trustees has the discretion to approve a reduction in the amount of retention withheld if it finds that the project is more than 50% complete and satisfactory progress is being made. Section 9203 also requires the District to withhold all remaining retention until final completion and acceptance of the project by the Board of Trustees.

For the specific reasons set forth herein, the District recommends that the Board of Trustees authorize the District to execute all necessary documents with Sierra Lathing Co., Inc. to reduce the percent of retention

withheld from 10% to 5%: (1) the project is over 50% complete and satisfactory progress has been and is being made based upon mutual agreement between the District and Sierra Lathing Co., Inc.; (2) exclusive of the 5% in retention funds proposed to remain withheld for the total contract amount, the District will withhold 150% of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete the contractor's project category of work so that a Notice of Completion can be filed; (3) the District will reserve all rights to cure any outstanding issues to be completed to ensure final completion of the contractor's project category of work; (4) final completion and acceptance of the project, including all punchlist work and outstanding issues, is subject to the Board of Trustees approval.

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

ATTACHMENT(S)
Draft of Amendment No. 2 to Contract No. 13P032-11, Sierra Lathing Co., Inc.
Amendment No. 1 to Contract No. 13P032-11, Sierra Lathing Co., Inc.
Contract No. 13P032-11, Sierra Lathing Co., Inc.

Cerritos College

DRAFT

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Sierra Lathing Co., Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **September 22, 2016**, as follows:

RECITALS

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

Whereas, District and Contractor desire to amend the Agreement;

Whereas, the District's Governing Board ("Board") previously determined that the Contractor's project category scope of work as covered by the Agreement ("Project") was substantially complex and subject to retention in the amount of ten percent (10%) of the total contract price;

Whereas, California Public Contract Code Section 9203 provides that the Board has the discretion to approve a reduction in the amount of retention withheld if it finds that the Project is more than fifty (50%) complete and satisfactory progress is being made;

Whereas, the Project's architect-engineer of record duly inspected the work on August 4, 2016, and determined that the Contractor's work was ninety-three percent (93%) complete;

Whereas, District and the Contractor desire to enter into this Amendment to reduce the amount of retention for the Project, as indicated herein;

Now therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).

2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.

3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.

4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.

5. In all other respects, the Agreement is reaffirmed.

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

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

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

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

CONTRACTOR:
SIERRA LATHING CO., INC.

By: _____
Signature

Gary Waldron, Jr.,
Vice President

_____
Typed or Printed Name, & Title

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Noorali Delawalla,
Acting Vice President of Business Services

_____
Typed or Printed Name, & Title

DRAFT

Cerritos College

AMENDMENT NO. 01

To

CONTRACT NO. 13P032-11

The Agreement made and entered on **October 2, 2014** by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("District"), and **Sierra Lathing Company, Inc.** with its principal place of business at 1189 West Leiske Drive, Rialto, CA 92376 ("Contractor") is **Amended** on **October 2, 2014**, as follows:

RECITALS

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

Whereas, District and Contractor desire to amend the Agreement;

Now therefore, the Parties agree as follows:

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

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

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

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

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

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

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

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

CONTRACTOR:
Sierra Lathing Company, Inc.

By: _____
Signature

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

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



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

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

BID CATEGORY: 11, Metal Stud/Drywall/Plaster

DOLLAR VALUE: $3,424,816.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Sierra Lathing Company, Inc.

TERM: 738 Calendar Days

TIME FOR COMPLETION:_____

Sierra Lathing Company, Inc.

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

AGREEMENT

This Agreement is made and entered into this **2nd day of October, 2014,** by and between the **Cerritos Community College District** ("District") and **Sierra Lathing Company, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **13P032, Fine Arts-CIS/Math Building**
   Category 11, Metal Stud/Drywall/Plaster
   ("Project")

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **SEVEN HUNDRED THIRTY-EIGHT (738) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

($ 3,424,816.00),

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

Fine Arts:

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

CIS/Math:

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

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

CONTRACTOR

SIERRA LATHING COMPANY, INC.

By: _____

Title: ~~President~~ Vice President

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

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Dr. David El Fattal

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 16-0921A Donation of Machine Tool Technology Equipment to Bellflower Unified School District

ACTION

It is recommended that the Board of Trustees approve Resolution No. 16-0921A, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Bellflower Unified School District as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the machine tool technology equipment listed on Exhibit A of the attached Resolution. The Bellflower Unified School District ("BUSD") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the machine tool technology equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. BUSD has a Computer Integrated Manufacturing (CIM) class approved by Project Lead the Way (PLTW) that ensures proper use and training on how to use this equipment.

Under California Education Code section 81450.5, a community college district may donate any of its personal property to a school district, community college district, or other public entity, if all of the following criteria are met: (a) the district determines that the property is not required for its school purposes and that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for its school use; and (b) the recipient school district, community college district, or other public entity has had an opportunity to examine the property proposed to be donated.

Subject to the Board of Trustees approval, the District's Purchasing Department determines that the donation of property to BUSD would be in accordance with the District's Board Policy 6550, and held in the District's best interests. Pursuant to California Education Code section 81452 (c), the Resolution must be adopted by unanimous vote of those members present to be valid.

It is recommended that the Board of Trustees adopt Resolution No. 16-0921A, approving the authorization to donate the surplus property, described as machine tool technology equipment listed on Exhibit A of the attached Resolution, to BUSD as a donation of the District's personal property.

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

ATTACHMENT(S)
Resolution No. 16-0921A
Resolution No. 16-0921A Exhibit A

EXHIBIT A

DONATION OF DISTRICT PROPERTY:
MACHINE TOOL TECHNOLOGY EQUIPMENT TO BUSD

BOARD MEETING DATE: SEPTEMBER 21, 2016

Quantity	Description	CC #s	Serial #s
1 Each	Intelitek CNC Mill - ExpertMill VMC-600	FED01132	121017708-001
1 Each	Tormach CNC Mill – PNC 770 Series 3	FED01011	70260

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 16-0921A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DONATION OF SURPLUS PROPERTY TO
BELLFLOWER UNIFIED SCHOOL DISTRICT:
MACHINE TOOL TECHNOLOGY EQUIPMENT**

WHEREAS, the Cerritos Community College District ("District) is the owner of the property described as Machine Tool Technology equipment listed on the attached Exhibit A; and

WHEREAS, each item of property listed is not satisfactory or is no longer suitable for District use due to a change in program or technology, and may be donated or otherwise disposed of; and

WHEREAS, pursuant to California Education Code section 81452 et. seq., this Resolution must be adopted by unanimous vote of those members present to be valid; and

WHEREAS, pursuant to California Education Code section 81452 (c), the property may be donated to the Bellflower Unified School District, ("BUSD") as (1) the property is not required for district purposes and is unsatisfactory and not suitable for district use, (2) BUSD is a public entity who has had an opportunity to examine the property to be donated; and

WHEREAS, BUSD has agreed to accept this property; and

WHEREAS, in accordance with the District's Board Policy 6550, this Resolution delegates authority to the Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq..

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.

Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.

Section 4. That this Resolution No. 16-0921A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 21st day of September, 2016, 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: **September 21, 2016**

Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 16-0921B Donation of Machine Tool Technology Equipment to Lynwood Unified School District

ACTION

It is recommended that the Board of Trustees approve Resolution No. 16-0921B, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Lynwood Unified School District as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the machine tool technology equipment listed on Exhibit A of the attached Resolution. The Lynwood Unified School District ("LUSD") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the machine tool technology equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. LUSD has a Computer Integrated Manufacturing (CIM) class approved by Project Lead the Way (PLTW) that ensures proper use and training on how to use this equipment.

Under California Education Code section 81450.5, a community college district may donate any of its personal property to a school district, community college district, or other public entity, if all of the following criteria are met: (a) the district determines that the property is not required for its school purposes and that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for its school use; and (b) the recipient school district, community college district, or other public entity has had an opportunity to examine the property proposed to be donated.

Subject to the Board of Trustees approval, the District's Purchasing Department determines that the donation of property to LUSD would be in accordance with the District's Board Policy 6550, and held in the District's best interests. Pursuant to California Education Code section 81452 (c), the Resolution must be adopted by unanimous vote of those members present to be valid.

It is recommended that the Board of Trustees adopt Resolution No. 16-0921B, approving the authorization to donate the surplus property, described as machine tool technology equipment listed on Exhibit A of the attached Resolution, to LUSD as a donation of the District's personal property.

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

ATTACHMENT(S)
Resolution No. 16-0921B
Resolution No. 16-0921B Exhibit A

EXHIBIT A

DONATION OF DISTRICT PROPERTY:
MACHINE TOOL TECHNOLOGY EQUIPMENT TO LUSD

BOARD MEETING DATE: SEPTEMBER 21, 2016

Quantity	Description	CC #s	Serial #s
1 Each	Tormach CNC Mill – PNC 770 Series 3	FED01039	70266
2 Each	Haas Control Simulator	41045 41046	110803 110804

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 16-0921B

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DONATION OF SURPLUS PROPERTY TO
LYNWOOD UNIFIED SCHOOL DISTRICT:
MACHINE TOOL TECHNOLOGY EQUIPMENT**

WHEREAS, the Cerritos Community College District ("District) is the owner of the property described as Machine Tool Technology equipment listed on the attached Exhibit A; and

WHEREAS, each item of property listed is not satisfactory or is no longer suitable for District use due to a change in program or technology, and may be donated or otherwise disposed of; and

WHEREAS, pursuant to California Education Code section 81452 et. seq., this Resolution must be adopted by unanimous vote of those members present to be valid; and

WHEREAS, pursuant to California Education Code section 81452 (c), the property may be donated to the Lynwood Unified School District, ("LUSD") as (1) the property is not required for district purposes and is unsatisfactory and not suitable for district use, (2) LUSD is a public entity who has had an opportunity to examine the property to be donated; and

WHEREAS, LUSD has agreed to accept this property; and

WHEREAS, in accordance with the District's Board Policy 6550, this Resolution delegates authority to the Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq..

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.

Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.

Section 4. That this Resolution No. 16-0921B shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 21st day of September, 2016, 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: **September 21, 2016**

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Resolution No. 16-0921C Donation of Machine Tool Technology Equipment to Paramount Unified School District

ACTION

It is recommended that the Board of Trustees approve Resolution No. 16-0921C, Donation of Machine Tool Technology Equipment, authorizing the donation of the surplus property, described as machine tool technology equipment listed on the Exhibit A of the attached Resolution, to Paramount Unified School District as a donation of the District's personal property.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The Cerritos Community College District is the owner of the machine tool technology equipment listed on Exhibit A of the attached Resolution. The Paramount Unified School District ("PUSD") had an opportunity to examine the equipment and agreed to accept this property. Cerritos College has determined that the machine tool technology equipment is no longer required for District purposes and/or is unsatisfactory and not suitable for District use due to a change in program and/or technology. PUSD has a Computer Integrated Manufacturing (CIM) class approved by Project Lead the Way (PLTW) that ensures proper use and training on how to use this equipment.

Under California Education Code section 81450.5, a community college district may donate any of its personal property to a school district, community college district, or other public entity, if all of the following criteria are met: (a) the district determines that the property is not required for its school purposes and that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for its school use; and (b) the recipient school district, community college district, or other public entity has had an opportunity to examine the property proposed to be donated.

Subject to the Board of Trustees approval, the District's Purchasing Department determines that the donation of property to PUSD would be in accordance with the District's Board Policy 6550, and held in the District's best interests. Pursuant to California Education Code section 81452 (c), the Resolution must be adopted by unanimous vote of those members present to be valid.

It is recommended that the Board of Trustees adopt Resolution No. 16-0921C, approving the authorization to donate the surplus property, described as machine tool technology equipment listed on Exhibit A of the attached Resolution, to PUSD as a donation of the District's personal property.

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

ATTACHMENT(S)
Resolution No. 16-0921C
Resolution No. 16-0921C Exhibit A

EXHIBIT A

DONATION OF DISTRICT PROPERTY:
MACHINE TOOL TECHNOLOGY EQUIPMENT TO PUSD

BOARD MEETING DATE: SEPTEMBER 21, 2016

Quantity	Description	CC #s	Serial #s
1 Each	Intelitek Robot Arm – Scorbot-ER 4u	FED01133	1001102646-041

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 16-0921C

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT APPROVING THE DONATION OF SURPLUS PROPERTY TO PARAMOUNT UNIFIED SCHOOL DISTRICT: MACHINE TOOL TECHNOLOGY EQUIPMENT

WHEREAS, the Cerritos Community College District ("District) is the owner of the property described as Machine Tool Technology equipment listed on the attached Exhibit A; and

WHEREAS, each item of property listed is not satisfactory or is no longer suitable for District use due to a change in program or technology, and may be donated or otherwise disposed of; and

WHEREAS, pursuant to California Education Code section 81452 et. seq., this Resolution must be adopted by unanimous vote of those members present to be valid; and

WHEREAS, pursuant to California Education Code section 81452 (c), the property may be donated to the Paramount Unified School District, ("PUSD") as (1) the property is not required for district purposes and is unsatisfactory and not suitable for district use, (2) PUSD is a public entity who has had an opportunity to examine the property to be donated; and

WHEREAS, PUSD has agreed to accept this property; and

WHEREAS, in accordance with the District's Board Policy 6550, this Resolution delegates authority to the Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq..

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. The Board of Trustees approves delegated authority to the District's Superintendent/President, or his designee, to donate or otherwise dispose of the property listed on the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code section 81452 et. seq.

Section 3. That this delegation of authority shall be valid for the donation of the property listed on the attached Exhibit A, or until rescinded by the Board of Trustees.

Section 4. That this Resolution No. 16-0921C shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 21st day of September, 2016, 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: **September 21, 2016**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Subgrantee Agreement with Rancho Santiago Community College District for the CTE Data Unlocked Initiative

ACTION

It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for acceptance of the CTE Data Unlocked Initiative Funds allocated to Cerritos College.

FISCAL IMPACT

Cerritos College will receive funding in the amount of $50,000; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

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

SERVICES – NEW
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SUBGRANTEE AGREEMENT FOR CTE DATA UNLOCKED INITIATIVE

Requested by: Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research, and Planning

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Rancho Santiago Community College District for acceptance of CTE Data Unlocked Initiative Funds which will be utilized for vocational program improvement. The purpose of the grant is to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance, and outcome and labor market data for the California community colleges. Rancho Santiago Community College District is the fiscal agent, and has obtained a grant agreement from the California Community Colleges Chancellor's Office (Grant No. 15-197-001) to enhance Career Technical Education.

Period: The time period will be from July 19, 2016 through October 31, 2017.

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

ATTACHMENT(S)
Draft Contract No. 16C0044 – Rancho Santiago Community College District Subgrantee Agreement

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CERRITOS COMMUNITY COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 18th day of July, 2016, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District (hereinafter "SUBCONTRACTOR"), on behalf of the Cerritos College. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work
   SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance
   The period of performance for this Agreement shall be from July 19, 2016 through October 31, 2017.

3. Total Cost
   The total cost to RSCCD for performance of this Agreement shall not exceed $50,000.00 USD.

2. Budget
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

3. Payment
A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment indicating that the required training has been completed. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. "Total Costs".

4. Invoices
One invoice is to be submitted for payment for the total costs of the agreement that includes a statement indicating the date(s) the training was completed. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

5. Reporting
Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

6. Expenditure of Grant Funds
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Modifications
Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

8. Time Extensions
SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

2. Independent Contractor
SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

3. Subcontract Assignment
Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

4. Record Keeping
SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

5. Audit
SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

6. Mutual Indemnification
Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

7. Termination
Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of

mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

2. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

3. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: **Primary Contact**:
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Kristi Blackburn, Ph.D.
Dean, Institutional Effectiveness, Research and Planning
11110 Alondra Blvd.
Norwalk, CA 90650
kblackburn@cerritos.edu
(562) 860-2451 x2193

2. Total Agreement
   This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

3. Amendments
   This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions
   This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances
   By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT		SUBCONTRACTOR: *Cerritos Community College District*	
By:		By:	
Name:	Peter J. Hardash	Name:	
Title:	Vice Chancellor Business Operations/Fiscal Services	Title:	
Date:	7/19/16	Date:	

Board Approval Date: July 18, 2016

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14

#32

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, May 18, 2016 1:28:09 PM
Last Modified: Wednesday, May 18, 2016 5:01:56 PM
Time Spent: 03:33:46
IP Address: 198.188.96.4

PAGE 2: Eligibility

Q1: **Which college do you represent?**	Cerritos College
Q2: **Has your college sent both a senior leader (CEO, CIO, or CSSO) and at least one additional staff person to spring CTE Data Unlocked training?**	Yes
Q3: **If either a senior leader (CEO, CIO, CSSO) or another college representative has been unable to attend spring training, who should we contact to schedule a training during summer or early fall? (please provide a name, email, and phone number)**	NA

PAGE 3: Current Data Usage

Q4: **Where does your college get information on CTE outcomes at other colleges or training providers? (Please check all that apply)**	Conversations with colleagues, Statewide or national data systems (e.g., Datamart, LaunchBoard, IPEDS)
Q5: **Where does your college get information on employment and earnings? (Please check all that apply)**	Surveys (e.g., CTE Outcomes Survey, post-graduation surveys, employer surveys) , Statewide data systems (e.g., Salary Surfer, Wage Tracker, LaunchBoard, Perkins report)
Q6: **Where does your college get information on labor market information like projected job openings and desired skills? (Please check all that apply)**	Advisory committees, Statewide or national data systems (e.g., LMID, Bureau of Labor Statistics, O*NET) , Purchased through a service or vendor (e.g., EMSI, Burning Glass, Help Wanted Online)

PAGE 4: Technical Assistance

Q7: **What support would your college like from a technical assistance provider? (Please select one)**	Training on CTE data tools

PAGE 5: Technical Assistance: Data Clean-Up

Q8: What type of support would your college like with data clean-up? (Please select one)	*Respondent skipped this question*
Q9: Who on your campus will be responsible for working with the technical assistance provider?	*Respondent skipped this question*
Q10: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q11: Do you have any additional detail that you'd like to share about your request? (optional response)	*Respondent skipped this question*
Q12: When would you like to receive this assistance? (Please check all that apply)	*Respondent skipped this question*

PAGE 6: Technical Assistance: Training

Q13: What type of support would your college like with training? (Please select one)	Deep dive training into a scenario such as program review, planning, or accreditation, where participants do hands-on work to find data in statewide tools and apply it to local processes

Q14: Who on your campus will be responsible for working with the technical assistance provider?

Name	Kristi Blackburn
Job Title	Dean, Institutional Effectiveness, Research and Planning
Email Address	kblackburn@cerritos.edu
Phone Number	562-860-2451 x.2193

Q15: Would you be interested in pooling resources with other colleges?	Yes

Q16: Do you have any additional detail that you'd like to share about your request? (optional response)

The faculty on our campus are very data engaged. They will enjoy the deep dive approach.

Q17: When would you like to receive this assistance? (Please check all that apply)	November/December 2016, January/February 2017, March/April 2017

PAGE 7: Technical Assistance: Data Integration

Q18: What type of support would your college like with integrating data into college processes? (Please select one)	*Respondent skipped this question*
Q19: Who on your campus will be responsible for working with the technical assistance provider?	*Respondent skipped this question*

Q20: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q21: Do you have any additional detail that you'd like to share about your request? (optional response)	*Respondent skipped this question*
Q22: When would you like to receive this assistance? (Please check all that apply)	*Respondent skipped this question*

PAGE 8: Designing Technical Assistance

Q23: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a technical assistance solution that meets your needs. Please identify the appropriate person for us to contact.	*Respondent skipped this question*
Q24: Does your college need help in determining how to use the $50,000 as well?	*Respondent skipped this question*

PAGE 9: Technical Assistance: Self-Defined

Q25: Please describe the specific support you would like from a technical assistance provider. (500 word maximum)	*Respondent skipped this question*
Q26: Who on your campus will be responsible for working with the technical assistance provider?	*Respondent skipped this question*
Q27: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q28: When would you like to receive this assistance? (Please check all that apply)	*Respondent skipped this question*

PAGE 10: Funding

Q29: How does your college intend to spend the $50,000? (Please select one)	Assistance with integrating data into college processes

PAGE 11: Funding: Data Clean-Up

Q30: How will a consultant or expanded staffing support your college in doing data clean-up?	*Respondent skipped this question*
Q31: Who on your campus will be responsible for managing the work that will be done with this funding?	*Respondent skipped this question*

Q32: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q33: Do you have any additional detail that you'd like to share about your request? (optional response)	*Respondent skipped this question*
Q34: Would you like help identifying a consultant for this task?	*Respondent skipped this question*

PAGE 12: Funding: Data Integration

Q35: How will your college use the funding to integrate data into college processes (select all that apply)?	Pay someone to provide additional training and facilitation on data integration , Pay someone to pull and format data from CTE data tools to support program review, biannual program evaluation, and accreditation , Pay someone to pull and format data from CTE data tools to support program or sector planning , Pay someone to pull and format data from CTE data tools to support college planning

Q36: Who on your campus will be responsible for managing the work that will be done with this funding?

Name	Kristi Blackburn
Job Title	Dean, Insitutional Effectiveness, Research and Planning
Email Address	kblackburn@cerritos.edu
Phone Number	562-860-2451 x.2193

Q37: Would you be interested in pooling resources with other colleges?	Yes

Q38: Do you have any additional detail that you'd like to share about your request? (optional response)

We would like to hire a part-time/hourly Research Assistant or Research Analyst so that we can use the grant funds over 2 years ($25,00 per year). We intend to integrate the data obtained from the Launchboard into our Equity plan as well as into our Program Review/Accreditation data sets for each academic program/department.

Q39: Would you like help identifying a consultant for this task?	Yes

PAGE 13: Funding: Communications

Q40: How will your college use the funding to create communications materials?	*Respondent skipped this question*
Q41: Who on your campus will be responsible for managing the work that will be done with this funding?	*Respondent skipped this question*

Q42: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q43: Do you have any additional detail that you'd like to share about your request? (optional response)	*Respondent skipped this question*
Q44: Would you like help identifying a consultant for this task?	*Respondent skipped this question*

PAGE 14: Funding: Tool Adoption

Q45: How will your college use the funding to support adoption of CTE data tools?	*Respondent skipped this question*
Q46: Who on your campus will be responsible for managing the work that will be done with this funding?	*Respondent skipped this question*
Q47: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q48: Do you have any additional detail that you'd like to share about your request? (optional response)	*Respondent skipped this question*
Q49: Would you like help identifying a consultant to support the adoption of CTE data tools?	*Respondent skipped this question*

PAGE 15: Funding: Self-Defined

Q50: Please describe the way you intend to use the $50,000 (500 word maximum)	*Respondent skipped this question*
Q51: Would you be interested in pooling resources with other colleges?	*Respondent skipped this question*
Q52: Would you like help identifying a consultant for this task?	*Respondent skipped this question*

PAGE 16: Funding Design

Q53: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a funding solution that meets your needs. Please identify the appropriate person for us to contact.	*Respondent skipped this question*

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Workforce and Economic Development Program

CTE Data Unlocked Grant

Program-Specific Legal Terms and Conditions
(Effective January 15, 2016)

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget.

Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.

- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.

- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant Agreement. Payments shall be based on project costs reduced to the extent of required matching funds.

2. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

- Adding or deleting budget categories are subject to the prior approval of the Project Monitor. Prior approval for these additions and/or deletions is made through the Chancellor's Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.

- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

4. Reporting

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly "Year-to-Date Expenditure and Progress Reports" using the online reporting system at:

https://misweb.cccco.edu/SB70/prod/logon.cfm

These reports are due on or before the following dates:

YEAR ONE

Reports	Due Dates
1st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2016
2nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2016
3rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2017

4th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2017

YEAR TWO

Reports	**Due Dates**
1st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2017
2nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2017
3rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2018
4th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2016
Final Claim of Expenditures and Final Report due	July 31, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than July 31, 2018.

5. The Chancellor's Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final report.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor’s Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.

b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.

b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.

c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.

d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.

1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)

g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.

b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)

c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor’s Office and the specific funding source.

e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor’s Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.

c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

d. Avoidance of Conflicts of Economic Interests.

1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.

4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.

e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

d. If this Grant exceeds $750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.

e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or it subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor’s Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar ($1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

a. Equipment with an initial purchase price in excess of $5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:

1. Equipment with an initial purchase price less than $5,000 may be disposed of as the Grantee deems appropriate.

2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

3. In all other cases, real property or equipment with an initial purchase price in excess of $5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain $100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.

b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").

b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.

c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see http://www.w3.org/TR/WAI-WEBCONTENT/) or similar guidelines developed by the Chancellor's Office.

e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation, and employee assistance programs; and,

4. Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works under the Grant will:

1. Receive a copy of the Grantee's drug-free policy statement; and,

2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and

b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

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

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Child Development Center Relocation

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1**, **2015**, and will diligently perform as required and complete performance by **July 1**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Four Thousand Five Hundred and 00/100 Dollars ($24,500.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

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

      1) Material Inspection and Testing

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

   A. None

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

   A. None

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

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

Dated: 7/15, 2015	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Siva Sivathasan / Hashmi
Print Title: Vice President of Business Svcs.	Print Title: Vice President/Principal Engineer PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated March 25, 2015 (1 page), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering and Environmental Sciences

222 East Huntington Drive, Suite 211
Monrovia, California 91016-3500

☎ (626) 930-1200
Fax (626) 930-1214
IRS No. 95-4020122

March 25, 2015
Invoice No: 12-31260-30-0000007

Tilden Coil Constructors
ATTN: Martha Walsworth
Cerritos Community College
11110 Alondra Boulevard
Norwalk CA 90650

WHC

Project: 12-31260-30 Cerritos College/Child Development Cntr

PO # 0000050848 ($41,449.00)
Contract No. 14P010, PAA #5 ($29,852.00)
This invoice is submitted in accordance with our October 3, 2013 proposal
Services provided were testing & inspection services.

Professional services from October 3, 2014 to January 2, 2015

Professional Personnel

	Hours	Rate	Amount	
Office Support	23.37	60.00	1,402.00	
Field Technician	90.00	85.00	7,650.00	
Masonry Coring	4.00	82.00	328.00	
Special Inspector/ Torque Test	18.00	88.00	1,584.00	
ACI Technicians	42.00	82.00	3,444.00	
Sample Pickup	28.00	50.00	1,400.00	
ACI Technicians (Batch Plant)	44.00	82.00	3,608.00	
Rebar Tag & Sample	4.00	82.00	328.00	
Inspector/Steel Shop	58.00	82.00	4,756.00	
Totals	311.37		24,500.00	
Total Labor				**24,500.00**

Total this invoice **$24,500.00**

Billing Contact
Hoa Tran
626-930-1255
htran@converseconsultants.com

3/25/15

Approved for payment Date

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 18 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project**

ACTION

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

1. Rescind the April 20, 2016 approval of Project Assignment Agreement No. 15 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project due to significant DSA mandated changes to the project schedule and scope of inspection services which necessitates a new agreement; and

2. Approve Project Assignment Agreement No. 18 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project.

FISCAL IMPACT

The total contract sum shall be for a total not-to-exceed amount of $223,900; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 18 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL AND MATERIAL TESTING, AND INSPECTION SERVICES ON THE SHADE STRUCTURES PROJECT
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On April 20, 2016, the Board of Trustees approved Project Assignment Agreement No. 15 to obtain the necessary geotechnical and material testing and inspection services for the Shade Structures project funded by GO Bond allocations; the Project Assignment Agreement was in the amount of $125,300. In June 2016, bids for the Shade Structures project were received by the District and it was determined that all bids received for the project should be rejected with the intent to re-structure the bid for value-engineering, re-evaluate the scope of work, and re-bid the entire project. On July 25, 2016, the Board of Trustees approved the rejection of all bids received on the Shade Structures project with the intent to re-bid the project at a later time.

Project Assignment Agreement No. 18 arises out of Cerritos College's desire to obtain the necessary geotechnical and material testing and inspection services for the Shade Structures project funded by GO Bond allocations. Project Assignment Agreement No. 18 incorporates the significant changes to the project schedule and scope of inspection that the re-evaluation of the Shade Structures bid encompassed. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical study and material testing and inspections of soils, concrete, and reinforcing steel, and generation of reports summarizing all observations and test results. Project Assignment Agreement No. 18 would replace Project Assignment Agreement No. 15 in its entirety.

Period: The time period will be from October 1, 2016 through project completion.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 18 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 17 to Contract No. 14P010 – The Converse Professional Group. DBA Converse Consultants
Project Assignment Agreement No. 16 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 15 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants (Pending request to rescind PAA during the September 21, 2016 Board of Trustee's meeting)
Project Assignment Agreement No. 14 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 13 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 12 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 11 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 10 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 9 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 8 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants

Project Assignment Agreement No. 7 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 6 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 4 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 3 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 18

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 717 So. Myrtle Avenue, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Shade Structures

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Two Hundred Twenty-Three Thousand, Nine Hundred and 00/100 Dollars ($223,900.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical and Material Testing and Inspection

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

   A. None

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

   A. None

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

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Siva Sivathasan
Print Title: Acting VP of Business Services	Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 7, 2016 regarding Geotechnical and Material Testing and Inspection Services Proposed Shade Structures at Seven Locations Project (11 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Field Testing Services (total of 2,163 hours)
    a. Preconstruction meeting
    b. Sample pick-up
    c. Soil Technician
    d. Material Sampling & Tagging (Rebar)
    e. Special Inspector (Concrete)
    f. Special Inspector (Steel) (Shop & Field)
    g. Special Inspector (Steel) (NDT, Anchor Bolt Pull Test, Shop Pins)

3. Task 2 – Laboratory Testing Services (Total of 105 hours)
    a. Maximum dry density test (soil/asphalt)
    b. Compression Strength/Concrete, Mortar, Grout
    c. Rebar Bend & Tensile
    d. High Strength Bolts

4. Task 3 – Office Services (Total of 129 hours)
    a. Office support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

a.	Task 1	$ 204,470.00
b.	Task 2	$ 6,900.00
c.	Task 3	$ 12,530.00
d.	Total	$ 223,900.00

9. Schedule
    a. October 1, 2016 – December 31, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Testing and Inspection Services – Sports Field Restroom** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Sports Field Restroom

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016**, and will diligently perform as required and complete performance by **February 17, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fourteen Thousand Two Hundred Eighty and 00/100 Dollars ($14,280.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical Testing & Inspection Services

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

   A. None

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

   A. None

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

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

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 27, 2016

The Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Hector Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 20, 2015 (Revised) regarding Geotechnical Testing & Inspection Services Sports Field Restroom project (4 pages), attached hereto and incorporated herein by this reference as "ATTACHMENT 1".

2. Task 1 – Field testing Services (total of 112 hours)
   a. Project kick-off meeting
   b. Sample pick-up
   c. Soil Technician

3. Task 2 – Laboratory Testing Services
   a. Maximum dry density test (soil/asphalt)

4. Task 3 – Office Services
   a. Office support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

a.	Task 1	$ 10,660.00
b.	Task 2	$ 540.00
c.	Task 3	$ 3,080.00
d.	Total	$ 14,280.00

9. Schedule
   a. April 1, 2016 – February 17, 2017

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 20, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL TESTING AND INSPECTION SERVICES**
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of a relocatable masonry Sports Field Restroom at the Cerritos Community College campus in Norwalk, California. This proposal is based off the review of the information and plans provided via email on August 18, 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM

D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.

5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$14,280.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated August 18, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.

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- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Cerritos College — **Project No.** 14-31-282-00(30/40)
Proposed Sports Field Restroom Project — **Date:** 08/20/15
Norwalk, California — (Revised)

COST ESTIMATE FOR TESTING AND INSPECTION :

FIELD TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$150.00	$600.00
Sample pick-up	hour	8	$70.00	$560.00
Soil Technician	hour	100	$95.00	$9,500.00
Subtotal:				$10,660.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil/asphalt)	test	3	$180.00	$540.00
Subtotal:				$540.00

OFFICE SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	12	$75.00	$900.00
Project manager/engineer	hour	6	$150.00	$900.00
Principal-in-charge	hour	4	$170.00	$680.00
Final verify report (lab, batch, steel, masonry, bolting, etc.)	report	2	$300.00	$600.00
Subtotal:				$3,080.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$10,660.00**
Laboratory Testing Services:	**$540.00**
Office Services:	**$3,080.00**
Total Cost for Material Inspection and Testing:	***$14,280.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

12/23/15

12/23/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 16

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January, 2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study Report – Social Science Elevator** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Social Science Elevator

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00)**. District shall pay Consultant according to the following terms and conditions:

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

   1) Geotechnical Study Report

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

   A. None

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

   A. None

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

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

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 27, 2016

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 13, 2016 (Revised) regarding Geotechnical Study Report Proposed Social Science Building Elevator Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Project Set-up
   a. Review of existing site reports, as provided by College
   b. Mark locations of proposed exploration points and notify Underground Service Alert at least 48 hours prior to drilling to clear boring location of any conflict with existing underground utilities.

3. Task 2 – Field Exploration
   a. Field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.
   b. Undisturbed ring samples of the subsurface materials will be obtained at five foot intervals, at changes in soil profiles, or where unusual conditions are encountered.

4. Take 3 – Laboratory Testing
   a. Soil samples obtained during exploratory drilling will be tested in the laboratory to evaluate their physical characteristics and engineering properties.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
   a. Data obtained from the exploratory borings and laboratory-testing program will be evaluated and provided in a geotechnical investigation report.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 500.00
b.	Task 2	$ 5,250.00
c.	Task 3	$ 1,750.00
d.	Task 4	$ 5,000.00
e.	Total	$ 12,500.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within two (2) weeks following completion of field work.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

January 13, 2016 (Revised)

Mr. Robert Gonzalez
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT**
Proposed Social Science Building Elevator Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-311-00

Dear Mr. Gonzalez:

Converse Consultants (Converse) submits this proposal outlining our scope of services and fees to perform a geotechnical study for the above-referenced project. The purpose of the study will be to generate a report for design and Division of State Architect (DSA) submittal purposes, consistent with the current edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings.

In preparation of this proposal, we reviewed the information transmitted to us via email on November 4, 12 and 13, 2015.

The project site is located on the southwest portion of the existing Social Science Building within the existing Cerritos Community College. The plan is to construct an elevator placed on deep foundations and associated improvements.

CONVERSE PROFILE

Converse Consultants has extensive experience providing geotechnical study reports for design, construction inspection and material testing services for Cerritos College and various community colleges and school districts throughout Southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies pertaining to school design and construction.

To meet the College's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Dr. Siva K. Sivathasan, is a registered Civil and Geotechnical Engineer in California with over 21 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performed and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

Principal In Charge and Project Manager: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE, is a Senior Vice President and Principal Engineer with Converse Consultants. Dr. Sivathasan is a registered Civil and Geotechnical Engineer in California and has over 21 years of geotechnical, earthquake engineering and construction experience. He also has experience in analyzing complex geotechnical problems and has prepared comprehensive reports with detailed recommendations. He is a subject matter expert for the California Board of Professional Engineers, Land Surveyors and Geologists for Geotechnical Engineering Exam Development.

Dr. Sivathasan will have full management, scheduling and fiscal responsibilities for this project. He will also be responsible for assuring that client needs are met in a responsible manner, that work efforts are fully coordinated, and that work performed is of high technical quality.

Senior Geologist: Mark Schluter, PG, CEG, CHG, is a professional geologist and California-certified Engineering Geologist and Hydrogeologist. He has over 35 years of experience working in Southern California. Mr. Schluter will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

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SCOPE OF SERVICES

Our proposed geotechnical study will provide the necessary personnel, equipment and materials to explore the site, as well as conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of project set-up, personnel from our office will conduct the following:

- Review of existing site reports, if available, as provided by the College
- Coordinate site access with the college facilities representative(s)
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities

Task II: Subsurface Exploration

The field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site, and
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk

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samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating liquefaction potential and providing design recommendations.

After completion of the borings, boreholes will be backfilled with soil cuttings. Cold asphalt or cement concrete may be used, if needed, to patch the surface.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate, and minimum electrical resistivity
- Sieve analysis and/or hydrometer
- Atterberg limits
- Direct shear
- Consolidation/collapse

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Faulting and Seismicity

1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes
3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site coefficient for soil characteristics relative to CBC 2013 earthquake forces

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C. Recommendations for Site Preparation

1. Over excavation and compaction
2. Subgrade preparation
3. Structural backfill
4. Buried utilities and trench backfill
5. Suitability of on-site soils for regrading or for use as compacted fill
6. Types of imported fill, if required, for use as compacted fill
7. Special recommendations for expansive soils or for proposed site work where expansive soils are present
8. Shrinkage and subsidence

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the following table:

Table No. 1, Cost of Professional Services

TASK		COST
Task I:	Project Set Up	$500.00
Task II:	Subsurface Exploration	$5,250.00
Task III:	Laboratory Testing	$1,750.00
Task IV:	Engineering Analysis and Report	$3,000.00
TOTAL:		**$10,500.00**

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

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Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- A limited access drill rig may be required for the project.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damage of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility markings for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Four (4) copies of one (1) report and a PDF file of the report will be prepared for the project.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $10,500.00. We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $2,000.00 will be required. If the report needs to be completed within two weeks of the completion of field exploration, an additional fee of $2,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater nor any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

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PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hours advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in one (1) day. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration. One (1) report will be prepared. The preliminary data and recommendations can be provided verbally during the course of the investigation. If the report will need to be submitted before the above-mentioned schedule, an additional fee will be needed to compensate for overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please complete and sign the Acceptance of Agreement and Authorization to Proceed form attached and send it to our office with one copy of this proposal.

This proposal will expire ninety (90) days from its issuance if not accepted in that time.

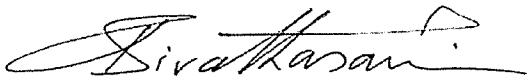
It is understood by both contracting parties that this phase of the project is subject to prevailing wages as defined in Labor Code Sections 1770-1780.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in writing. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

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Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: Fee Schedule, General Conditions
Dist: 1/Addressee via email

SKS/MM

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PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT
Proposed Social Science Building Elevator Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-311-00

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	(Client)[1]
By:	(Print Name)
(Signature)	
Title:	Date:
Telephone No. ( )	Fax No. ( )
Email Address:	
P.O. No./Billing Instructions[2,3]:	

[1] Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

[2] Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

[3] Converse has been informed by the Client that this is a prevailing wage project as determined by local Labor Code.

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 15

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **April, 2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Shade Structures

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 1, 2016**, and will diligently perform as required and complete performance by **September 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **One Hundred Twenty-Five Thousand, Three Hundred and 00/100 Dollars ($125,300.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical and Material Testing and Inspection

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

   A. None

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

   A. None

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

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

Dated: MAY 6, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: April 27th, 2016

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 16, 2015 regarding Geotechnical and Material Testing & Inspection Services Shade Structures project (8 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Field testing Services (total of 1,163 hours)
    a. Project kick-off meeting
    b. Sample pick-up
    c. Soil Technician
    d. Material Sampling & Tagging
    e. Special Inspector (Concrete)
    f. Special Inspector (Steel)
3. Task 2 – Laboratory Testing Services
    a. Maximum dry density test (soil/asphalt)
    b. Compression Strength/Concrete, Mortar, Grout
    c. Rebar Bend & Tensile
    d. High Strength Bolts
4. Task 3 – Office Services
    a. Office support
5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 109,470.00
    b. Task 2 $ 6,900.00
    c. Task 3 $ 8,930.00
    d. Total $ 125,300.00
9. Schedule
    a. June 1, 2016 – September 30, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 14

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **7th** day of **December, 2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Health & Wellness Complex

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 12, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Ten Thousand and 00/100** Dollars **($10,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

   1) Geotechnical Update Report

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

   A. None

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

   A. None

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

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

Dated: 12/17, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: December 14, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Jeffery Carreon, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding Geotechnical Update Report Proposed Health Wellness Center Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Additional Subsurface Exploration
   a. Drilling six (6) additional exploratory borings/Cone Penetration Tests (CPTs) to depths of approximately 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.
3. Task 2 – Project Specific Reporting Requirements
   a. Expedited report to meet project scheduling needs.
   b. Revisions to meet design team (structural/civil) review comments.
4. Task 3 – California Geologic Survey (CGS) Administration
   a. Response to CGS review comments
5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
6. Includes workers' compensation insurance as required by law.
7. Cost of Professional Services
   a. Task 1 $ 5,000.00
   b. Task 2 $ 2,500.00
   c. Task 3 $ 2,500.00
   d. Total $10,000.00
8. Schedule
   a. December 12, 2015 – June 30, 2016
   b. Report preparation within two (2) weeks.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

June 8, 2015

Mr. Jeffery Carreon
Program Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL FOR GEOTECHNICAL UPDATE REPORT**
Proposed Health Wellness Center Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-149-00(-02)

Dear Mr. Carreon:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical update report for the subject project.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

Task I: Additional Subsurface Exploration

- The additional field investigation will consist of a subsurface exploration program consisting of drilling a total of six (6) additional exploratory borings/Cone Penetration Tests (CPTs) to depths of about 30 to 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower.

Task II: Project Specific Reporting Requirements

- Expedited report to meet project scheduling needs
- Revisions to meet design team (structural/civil) review comments

Task III: California Geologic Survey (CGS) Administration

- Response to CGS review comments

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK		COST
TASK I:	ADDITIONAL SUBSURFACE EXPLORATION	$5,000.00
TASK II:	PROJECT SPECIFIC REPORTING REQUIREMENTS	$2,500.00
TASK III:	CALIFORNIA GEOLOGIC SURVEY (CGS) ADMINISTRATION	$2,500.00
TOTAL:		**$10,000.00**

PROPOSED SCHEDULE

We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **$10,000.00**.

11/5/15

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should

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likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)

MM/SKS/jjl

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 13

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **12th** day of **October**, **2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection Services – Gym Team Room Additions** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Gym Team Room Additions

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 1, 2016**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Fifteen Thousand One Hundred Forty Four and 00/100 Dollars ($15,144.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical and Material Testing and Inspection Services

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

   A. None

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

   A. None

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

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

Dated: 11/02, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 29, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 13, 2015 (6 pages), attached hereto and made a part of this PAA by this reference.

GYM TEAM ROOM ADDITIONS

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 13, 2015

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Proposed Gym Team Room Additions Project
Cerritos Community College
Norwalk, California
Converse Project No. 08-31-100-00 (34/44)(64/84)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of one (1) team room addition and one (1) storage room addition to the east of the existing gymnasium along with associated fire lane improvements as well as improvements to one (1) team room and one (1) storage room west of the existing gymnasium. The additions are planned to be one-story, light-loaded structures supported by shallow foundations with slab on grade. This proposal is based off the review of the information plans and specifications provided via email on October 2, 2015.

This proposal is submitted with the understanding by both parties that <u>our field services are subject to prevailing wage guidelines</u> per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Laboratory Testing

1. Soils testing.
2. Materials testing.

3. Reinforcing steel sampling and strength.
4. Concrete cylinder sampling and strength.

Soils

1. Review soil reports, project plans and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soil density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556, provided that calibration curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under-slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base, and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs/product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.

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4. Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts and washers per ICBO, CBC and AISC.
7. Prepare reports summarizing all observations and test results.

Structural Steel

1. Review manufacturers test reports for compliance with requirements specified.
2. Verify material identification.
3. Inspect high strength bolted connections.
4. Inspect field welding.
5. Inspect fabrication shop welding.
6. Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
   a. Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
   b. Verify fit-up meets tolerances of WPS and mark joint prior to welding.
   c. Verify welding consumables per contract documents and WPS.
   d. Verify welder qualification and identification.
   e. Verify amperage and voltage at the arc with hand held meters
   f. Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
7. Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
8. Ultrasonically inspect base metal thicker than 1 inch for discontinuities behind welds.
9. Field inspect and test expansion of adhesive anchors and verify that all seats, plates, and reinforcement of other items to be cast into concrete are accurately placed, positioned securely, and positioned securely so as not to cause hardship in placing concrete.
10. Prepare reports summarizing all observations and test results.

Spray Applied Fireproofing

1. Inspect field spray applied fireproofing.
2. Conduct density testing.
3. Conduct bond testing.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel, to assist in maintaining a high level of quality assurance.

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This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$15,144.00**. We have included the detailed breakdown of these services in the cost estimate attached at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated September 22, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

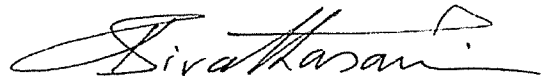
Our services will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

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We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedule, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Cerritos Community College** **Proposed Gym Team Room Additions Project** **Norwalk, California**	**Project No.:** **Date:**	**08-31-100-00** **(34/44)(64/84)** **10/13/2015**

COST ESTIMATE FOR TESTING AND INSPECTION:

FIELD TESTING SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Sample Pick-Up	hour	4	$70.00	$280.00
Soil Technician	hour	32	$95.00	$3,040.00
Material Sampling and Tagging (Rebar)	hour	12	$95.00	$1,140.00
Special Inspector/Concrete	hour	16	$95.00	$1,520.00
Special Inspector/Steel	hour	32	$95.00	$3,040.00
Special Inspector/Steel (NDT, Anchor Bolt Pull Test, Shop Pins)	hour	16	$99.00	$1,584.00
Special Inspector/Fireproofing	hour	8	$95.00	$760.00
Subtotal:				**$11,364.00**

LABORATORY TESTING SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Maximum Dry Density Test (Soil)	test	2	$180.00	$360.00
Compression Strength/Concrete, Mortar, Grout	cylinder	12	$25.00	$300.00
Rebar Bend and Tensile	test	4	$100.00	$400.00
High Strength Bolts	set	2	$300.00	$600.00
Subtotal:				**$1,660.00**

OFFICE SERVICES				
Task	Units	Number of Units	Unit Rate ($)	Cost ($)
Office Support	hour	6	$75.00	$450.00
Project Manager/Engineer	hour	4	$150.00	$600.00
Principal-in-Charge	hour	1	$170.00	$170.00
Final Verify Report (Lab, Batch, Steel, Bolting, etc.)	report	2	$300.00	$600.00
Concrete Mix Design Review	mix	2	$150.00	$300.00
Subtotal:				**$2,120.00**

COST ESTIMATE BREAKDOWN

Field Testing Services:	**$11,364.00**
Laboratory Testing Services:	**$1,660.00**
Office Services:	**$2,120.00**
TOTAL COST:	***$15,144.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

10/14/15

10/15/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **12th** day of **October**, **2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study Report – Football Field Scoreboard** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Football Field Scoreboard

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2015**, and will diligently perform as required and complete performance by **November 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand, Seven Hundred Fifty Dollars ($8,750.00)**. District shall pay Consultant according to the following terms and conditions:

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

   1) Geotechnical Study Report Football Field Scoreboard

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

   A. None

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

   A. None

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

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

Dated: 11/2, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 23, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated September 25, 2015 (8 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 25, 2015

Mr. David Buted
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOTECHNICAL STUDY REPORT**
Proposed New Football Field Scoreboard
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-282-00

Dear Mr. Buted:

Converse Consultants (Converse) submits this proposal outlining our scope of services and fees to perform a geotechnical study for the above-referenced project. The purpose of the study will be to generate a report for design and Division of State Architect (DSA) submittal purposes, consistent with the current edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings.

In preparation of this proposal we reviewed the information transmitted to us via email on September 19, 2015.

The site is located south of the existing football/track field within the existing Cerritos Community College. The plan is to construct a new scoreboard placed on deep foundations.

CONVERSE PROFILE

Converse Consultants has extensive experience providing geotechnical study reports for design, construction inspection and material testing services for Cerritos College and various community colleges and school districts throughout Southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies pertaining to school design and construction.

To meet the College's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Dr. Siva K. Sivathasan, is a registered Civil and Geotechnical Engineer in California with over 21 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

Principal In Charge and Project Manager: Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE, is a Senior Vice President/Principal Engineer with Converse Consultants. Dr. Sivathasan is a registered Civil and Geotechnical Engineer in California and has over 21 years of geotechnical, earthquake engineering, and construction experience. He also has experience in analyzing complex geotechnical problems and has prepared comprehensive reports with detailed recommendations. He is a subject matter expert for the California Board of Professional Engineers, Land Surveyors and Geologists for Geotechnical Engineering Exam Development.

Dr. Sivathasan will have full management, scheduling and fiscal responsibilities for this project. He will also be responsible for assuring that client needs are met in a responsible manner, that work efforts are fully coordinated, and that work performed is of high technical quality.

Senior Geologist: Mark Schluter, PG, CEG, CHG, is a professional geologist and California-certified engineering geologist and hydrogeologist. He has over 35 years of

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experience working in Southern California. Mr. Schluter will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

SCOPE OF SERVICES

Our proposed geotechnical study will provide the necessary personnel, equipment and materials to explore the site, as well as conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of project set-up, personnel from our office will conduct the following:

- Review of existing site reports, if available, as provided by the College
- Coordinate site access with the college facilities representative(s)
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities

Task II: Subsurface Exploration

The field investigation will consist of a subsurface exploration program consisting of drilling a total of two (2) exploratory borings to depths of 30 to 60 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with

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successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating liquefaction potential and providing design recommendations.

After completion of the borings, boreholes will be backfilled with soil cuttings. Cold asphalt or cement concrete may be used, if needed, to patch the surface.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate and minimum electrical resistivity
- Sieve analysis and/or hydrometer
- Atterberg limits
- Direct shear
- Consolidation/collapse

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report which will include the following items:

A. Site Condition
1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Faulting and Seismicity
1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes

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3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site coefficient for soil characteristics relative to CBC 2013 earthquakes forces

C. Recommendations for Site Preparation

1. Over excavation and compaction
2. Subgrade preparation
3. Structural backfill
4. Buried utilities and trench backfill
5. Suitability of on-site soils for regrading or for use as compacted fill
6. Types of imported fill, if required, for use as compacted fill
7. Special recommendations for expansive soils or for proposed site work where expansive soils are present
8. Shrinkage and subsidence

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the following table:

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Table No. 1, Cost of Professional Services

TASK		COST
Task I:	Project Set Up	$500.00
Task II:	Subsurface Exploration	$3,500.00
Task III:	Laboratory Testing	$1,750.00
Task IV:	Engineering Analysis and Report	$3,000.00
TOTAL:		**$8,750.00**

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/1/15

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damage of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility markings for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Four (4) copies of one (1) report and a PDF file of the report will be prepared for the project.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $8,750.00. We will submit our invoices on a monthly basis. If the

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field exploration needs to be completed during weekend or after hours, an additional fee of $2,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater nor any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hours advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in one (1) day. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration. One (1) report will be prepared. The preliminary data and recommendations can be provided verbally during the course of the investigation. If the report will need to be submitted before the above-mentioned schedule, an additional fee will be needed to compensate for overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please complete and sign the Acceptance of Agreement and Authorization to Proceed form attached and send it to our office with one copy of this proposal.

This proposal will expire ninety (90) days from its issuance if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

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Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in writing. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President/Principal Engineer

Encl: Fee Schedule, General Conditions
Dist: 1/Addressee via email

SKS/MM/jjl

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **November**, **2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing & Inspection Services, Campus Landscape: Alondra & Studebaker** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Campus Landscape: Alondra & Studebaker

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 6, 2015**, and will diligently perform as required and complete performance by **July 1, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-Seven Thousand, Two Hundred Fifty** Dollars **($47,250.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical and Material Testing & Inspection Services, Campus Landscape: Alondra & Studebaker

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

   A. None

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

   A. None

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

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

Dated: 11/17, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: November 9, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated August 7, 2015 (5 pages) attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 7, 2015

Mr. Robert Gonzalez
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Proposed Campus Landscape Improvement at Alondra Avenue and Studebaker Road Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-255-00

Dear Mr. Gonzalez:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of conducting landscaping improvements near the northwest corner of the Cerritos College campus. This proposal is based off the initial review of the information and preliminary schedules provided via email on August 5, 2015. The construction activities include rough and fine grading at various locations as well as trenching for placement of a pipeline, construction of a new concrete ramp, and some asphalt concrete pavement sections. The time frame for the construction period of this project is scheduled to be from approximately September 17, 2015 through April 19, 2016. Converse understands that there are three phases to this project as well.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based upon the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations where unsuitable or undocumented fills are encountered. Our technicians will ensure that over-excavation is conducted to at least 4 feet below ground surface or complete depth of undocumented fill, whichever is deeper.
4. Perform in-place density tests according to ASTM D6938 (nuclear method). Soil density tests may also be performed by sand cone method according to ASTM D1556. Soils will be observed in accordance with ASTM D1557 to ensure that proctor max curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under-slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs/product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick-up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).

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3. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel, coordinate field and laboratory services, as well as oversee support from our clerical staff to ensure that a high level of quality assurance is maintained.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$47,250.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates are based on the project schedule provided on August 5, 2015.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

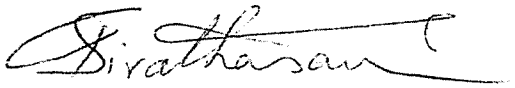
Our services will be performed in accordance with generally accepted engineering practice in this area of Southern California. We make no other warranty, either expressed or implied.

Copyright 2015 Converse Consultants

We understand that this project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via Email)

FM/SKS/jjl

Copyright 2015 Converse Consultants

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name:	**Proposed Campus Landscape Improvement at Alondra Avenue and Studebaker Road Project Cerritos Community College**	**Project No.:**	**15-31-255-00**
		Date:	**8/7/2015**

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project Kick-Off Meeting	hour	4	$150.00	$600.00
Sample Pick-Up	hour	8	$70.00	$560.00
Soil Technician	hour	320	$95.00	$30,400.00
ACI Concrete/Batch Plant for Field	hour	60	$95.00	$5,700.00
Special Inspector/Steel & Testing of Post-Installed Anchors	hour	36	$95.00	$3,420.00
Subtotal:				**$40,680.00**

LABORATORY TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Concrete Compression Strength Test	cylinder	20	$25.00	$500.00
Rebar	test	4	$100.00	$400.00
Asphalt (Max Density)	test	2	$275.00	$550.00
Sieve Analysis	test	2	$180.00	$360.00
Sand Equivalent	test	2	$90.00	$180.00
Soil Compaction Testing (Proctor)	test	5	$180.00	$900.00
Subtotal:				**$2,890.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	24	$75.00	$1,800.00
Project Manager/Engineer	hour	8	$150.00	$1,200.00
Principal-in-Charge	hour	4	$170.00	$680.00
Subtotal:				**$3,680.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$40,680.00**
Laboratory Testing Services:	**$2,890.00**
Office Services:	**$3,680.00**
TOTAL COST:	***$47,250.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

9/10/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **September**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Campus Electrical and Chilled Water Upgrade

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 25, 2015**, and will diligently perform as required and complete performance by **March 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Not-to-Exceed amount of **One Hundred Thirty-Seven Thousand Five Hundred Seventy and 00/100 Dollars ($137,570.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) **Geotechnical and Material Testing & Inspection Services – Campus Electrical and Chilled Water Upgrade**

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

   A. None

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

   A. None

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

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

Dated: 9/25, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: September 21, 20 15

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathasan@converseconsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated July 28, 2015 (6 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

July 28, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL AND MATERIAL TESTING AND INSPECTION SERVICES**
Infrastructure Improvements Phase 4
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 3,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the review of the updated information, schedule and plans provided via email in July 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.

4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Concrete

1. Review concrete mix designs, product mill certificates for compliance.
2. Perform batch plant inspection, if needed.
3. Review each batch ticket, inspect concrete placement, and test concrete slump.
4. Provide a minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Fabricate and pick-up concrete cylinders.
7. Monitor concrete test results and advise for non-conforming tests.
8. Take concrete samples and test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
9. Perform anchor pull test.
10. Prepare reports summarizing all observations and test results.

Reinforcing Steel

1. Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
2. Sample and test reinforcing steel (e.g. bend and tensile tests).
3. Inspect welds to meet conformance with project specifications.
4. Verify welding procedures, welding operators and welders in accordance with AWS D1.1.
5. Inspect welded reinforcing bars according to CBC Section 1929A.
6. Conduct high strength bolting inspection, test bolts, nuts and washers per ICBO, CBC & AISC.
7. Prepare reports summarizing all observations and test results.

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Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$137,570.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following: Master Independent Consultant Agreement, Contract No. 14P010.

~~Our estimates are based on the construction schedule dated May 15, 2015~~ provided by the contractor.

- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

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We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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COST ESTIMATE, FEE SCHEDULE
~~AND~~
~~GENERAL CONDITIONS~~

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, California 91016
Telephone 626-930-1200
Fax 626-930-1212

Prevailing Wage Project

Project Name: **Infrastructure Improvements Phase 4**
Cerritos Community College

Project No.: **15-31-191-00(30/40)**
Date: **7/28/2015**
(Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project Kick-Off Meeting	hour	4	$170.00	$680.00
Sample Pick-Up	hour	80	$70.00	$5,600.00
Soil Technician	hour	600	$95.00	$57,000.00
ACI Concrete/Batch Plant for Field	hour	240	$95.00	$22,800.00
Special Inspector/Steel (Field)	hour	150	$95.00	$14,250.00
Special Inspector/NDT, Ultrasonic, Pull or Torque	hour	150	$95.00	$14,250.00
Subtotal:				**$114,580.00**

LABORATORY TESTING SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Concrete Compression Strength Test	cylinder	160	$25.00	$4,000.00
Compaction Testing (Soil)	test	15	$180.00	$2,700.00
Subtotal:				**$6,700.00**

OFFICE SERVICES				
Task	**Units**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	50	$75.00	$3,750.00
Project Manager/Engineer	hour	50	$150.00	$7,500.00
Principal-in-Charge	hour	12	$170.00	$2,040.00
Final Compaction Report	report	1	$2,500.00	$2,500.00
Project Verification Report	report	1	$500.00	$500.00
Subtotal:				**$16,290.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$114,580.00**
Laboratory Testing Services:	**$6,700.00**
Office Services:	**$16,290.00**
TOTAL COST:	***$137,570.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with ~~our proposal~~ District's Agreement

8/6/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August**, **2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Testing & Inspection Services, Metals Building – DSA Uncertified Projects** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. DSA Uncertified Projects

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 25, 2015**, and will diligently perform as required and complete performance by **November 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **Four Thousand, Nine Hundred Sixty and 00/100 Dollars ($4,960.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Material Testing & Inspection Services, Metals Building

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

   A. None

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

   A. None

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

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

Dated: 10/23, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 8, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211
Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference Consultant's proposal dated July 28, 2015 (4 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

. Open 'A' numbers

July 28, 2015

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE MATERIAL TESTING AND INSPECTION SERVICES**
Metals Building ACT Ceiling Supports
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-248-00

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform material testing and inspection services for the subject project.

It is our understanding that the proposed project consists of the replacement of the ACT ceiling supports and tile in rooms 1, 2, 2G, and 3H within the existing Metals Building on the Cerritos College Campus in Norwalk, California. This proposal is based on the initial review of the information and plans provided via email on July 17, 2015.

This proposal is submitted with the understanding by both parties that **our field services are subject to prevailing wage guidelines** per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based upon the information presented to Converse, we will provide pull tests for the Metals Building ceiling replacement project.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel to assist in maintaining a high level of quality assurance.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$4,960.00**. We have included the detailed breakdown of these services in the cost estimate sheet at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedule as specified herein.

Our fees are based on the following:

- Our estimates were based on the construction duration schedule dated July 17, 2015 provided by your offices via email with consideration of night working hours.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the rates listed in our existing contract with Pacific Charter School Development as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

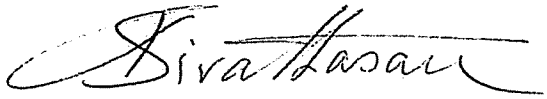
Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

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We understand that this phase of the project is subjected to prevailing wage as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl.: Cost Estimate and Fee Schedules
Dist: 1/Addressee (via e-mail)

MM/SKS/jjl

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CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone: 626/930-1200
Fax: 626/930-1212

Prevailing Wage Project

Project Name:	**Metals Building ACT Ceiling Supports** **Cerritos Community College**	**Project No.:** **Date:**	**15-31-248-00** **28-Jul-15**

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Special Inspector/NDT, Ultrasonic, Pull or Torque	hour	40	$95.00	$3,800.00
Subtotal:				**$3,800.00**

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office Support	hour	4	$55.00	$220.00
Project Manager/Engineer	hour	4	$150.00	$600.00
Principal-in-Charge	hour	2	$170.00	$340.00
Subtotal:				**$1,160.00**

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$3,800.00**
Office Services:	**$1,160.00**
Total Cost for Material Inspection and Testing:	***$4,960.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/30/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **August, 2015** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/Geotechnical Study Report, Field House** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Field House

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **September 1, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total not to exceed amount of **TWENTY THOUSAND SEVEN HUNDRED and 00/100 Dollars ($20,700.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Geoseismic/Geotechnical Study Report – Field House

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

   A. None

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

   A. None

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

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

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: October 8, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference Consultant's proposal dated September 17, 2014 (9 pages, with noted District changes), attached hereto and made a part of this PAA by this reference

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 17, 2014

Mr. Jeffery Carreon
Program Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE GEOSEISMIC/ GEOTECHNICAL STUDY REPORT**
Proposed Field House Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-263-00

Dear Mr. Carreon:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of the preliminary study will be to generate a report for preliminary design only, consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey Note 48, latest edition..

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on September 17, 2014

The site is located north of existing track field within the existing Cerritos Community College and is planned to construct a new field house. The plan dimension is not known at this time. It may be a multi-story concrete/steel framed at grade building. No basement is planned at this time.

It is our understanding that our scope of work presented in this proposal may not be sufficient due to the project information is in a preliminary stage, therefore, future works may be required in order to meet the project requirements and CGS submittal. Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staffs are familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project manager, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff is licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements pending on the final design and layout of the project.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the District Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Boring

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of four (4) exploratory borings. Two (2) borings within the proposed field house area will be drilled to depths of about 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Two (2) borings within the

proposed parking areas will be drilled to depths of about 10 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

In-Situ Percolation Testing (Optional)

Percolation testing will consist of drilling a total of one (1) additional boring to depths of 10 to 20 feet, respectively. The borings will be drilled using a truck-mounted rig equipped with hollow stem augers. Soil materials encountered will be continuously logged and classified in the field by visual/manual examination, in accordance with the Unified Soil Classification System.

The continuous pre-soak (falling-head) test procedure will be utilized for percolation testing. In accordance with the LID Standards Manual, the test holes will be pre-soaked for 30 minutes immediately prior to testing. Testing will start following the presoak period. Measurements in the drop in water level will be taken at regular intervals of 30 minutes, with the test hole refilled to approximately the same depth after each measurement. At least 8 measurements will be taken, or until a stabilized rate of drop is

achieved. Where water drains faster than half of the initial wetted depth in 30 minutes or less on two consecutive readings, the time interval will be adjusted to 10 minutes. The drop in water level will be recorded to the nearest tenth of a foot. The data collected will be presented in inches per hour.

After completion of the percolation test borings, the boreholes will be backfilled with soil cuttings and patched with cold asphalt if needed.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index
- Ph, chloride, sulfate and minimum electrical resistivity
- Sieve Analysis and/or hydrometer
- Atterberg limits
- Modified Proctor
- Direct Shear
- Consolidation/Collapse
- R-value

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized
2. Groundwater depth
3. Location relative of flood hazard zone

B. Preliminary Faulting and Seismicity

1. Location relative to known earthquake faults
2. Anticipated ground shaking from earthquakes

3. Geologic conditions and geologic cross section
4. Liquefaction characteristics
5. Other secondary effects from earthquakes
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces

C. Preliminary Recommendations for Site Preparation

1. Grading
2. Over excavation and compaction
3. Subgrade preparation
4. Structural backfill
5. Buried utilities and trench backfill
6. Suitability of on-site soils for regarding or for use as compacted fill
7. Types of imported fill (if required) for use as compacted fill
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present
9. Shrinkage and subsidence
10. Percolation rate (if requested)

D. Preliminary Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements
2. Vertical and lateral pile capacity
3. Lateral earth pressures and resistance to lateral load
   - Active Earth Pressures
   - Passive Earth Pressures
   - Seismic Lateral Forces for Above Grade
4. Settlement
5. Modulus of subgrade reaction

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations
2. Recommendations for excavation adjacent to existing structures

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NO		COST
TASK I:	PROJECT SET-UP	$350.00
TASK II:	SUBSURFACE EXPLORATION (SOIL BORINGS) IN-SITU PERCOLATION TESTING (OPTIONAL)	$3,800.00 $2,300.00
TASK III:	LABORATORY TESTING	$2,500.00
TASK IV:	ENGINEERING ANALYSES AND REPORT	$3,200.00
~~**TOTAL (without Percolation Testing):**~~		~~**$9,850.00**~~
TOTAL (with Percolation Testing):		**$12,150.00**

FOUNDATION ADDED BORING/REPORTS 8,550 = $ 20,700

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

7/16/15

Our cost is based on the following assumptions:

- Since the plan dimension and exact location of the building footprint are not known at this time, our study will be preliminary and further study may be required in order to meet DSA/CGS requirements.
- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring**

near the area of potential settlement. We will not be responsible for any marking left by us and USA.

- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.
- No environmental assessment or testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Five (5) copies of one report and PDF file of report will be prepared for the project.
- In-situ percolation testing will be conducted if requested with additional of $2,300.00.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $9,850.00 ($12,150.00 with optional percolation testing). We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $3,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, the USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in

this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)

WHC/jjl

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **28th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Recommendations Report – Campus Electrical and Chilled Water Upgrade** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Campus Electrical and Chilled Water Upgrade

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **July 1, 2015**, and will diligently perform as required and complete performance by **August 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Five Hundred and 00/100 Dollars ($5,500.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical Recommendations Report

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

   A. None

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

   A. None

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

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

Dated: 7/15, 2015	Dated: _____, 20___
Cerritos Community College District	**The Converse Professional Group, DBA Converse Consultants**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Siva Sivathasan / HASHMI QUAZI
Print Title: Vice President of Business Svcs.	Print Title: Vice President/Principal Engineer PRESIDENT

Information regarding Consultant:

License No.: _____

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1212

E-Mail: ksivathasan@converseconsultants.com

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

95-4020122 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated May 14, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

May 14, 2015

Mr. Hector Melara
Project Manager
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL - GEOTECHNICAL RECOMMENDATIONS REPORT**
Infrastructure Improvements Phase 4 Project
Cerritos Community College
Norwalk, California
Converse Project No. 15-31-191-00(-01)

Dear Mr. Melara:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to provide a geotechnical recommendations report for the subject project.

The proposed project consists of utility infrastructure upgrades including approximately 2,000 linear feet of trenching ranging from 6 to 10 feet in depth below existing ground surface as well as the installation of several utility manholes. This proposal is based off the initial review of the information and plans provided via email on April 28, 2015 and the estimated schedule received May 8, 2015.

SCOPE OF WORK

Converse will conduct the following tasks to prepare a supplemental geotechnical recommendations report:

- Review the updated plans
- Review relevant geotechnical reports adjacent to the project sites to retrieve and compile relevant data.
- Prepare a geotechnical recommendations report to include the following:
    - Description of on-site soils, boring locations, and lab results
    - Recommendations for site preparation
        1. Subgrade preparation
        2. Buried utilities and trench backfill
        3. Suitability of on-site soils for use as compacted fill
        4. Types of imported fill (if required) for use as compacted fill
        5. Special recommendations for expansive soils or for proposed site work where expansive soils are present

PROPOSED SCHEDULE AND FEE

We have assumed that we have permission to utilize the information in our reports for the various projects on campus as a basis to prepare the geotechnical recommendations report. We can begin our scope of work upon written authorization to proceed. Report preparation will be completed within two (2) weeks. Five (5) copies of the report will be provided for submittal. Our consulting services will be provided on a time-and-materials basis in accordance with our current fee schedule and general conditions. The cost for preparation of our geotechnical update letter report is estimated to be at **$5,500.00**. 5/27/15 PR(RW) 5/28/15

The above cost estimate and scope of services does not include fees for inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President / Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule

MM/SKS/jjl

Copyright 2015 Converse Consultants

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2016.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$75
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	85
Coring Technician (including machine and power generator)	85
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Senior Soils Technician	80
Sample Pick-up	70
Professional Services (Field and Office)	
Staff Professional	$100
Senior Staff Professional	110
Project Professional	135
Project Manager	150
Senior Professional	150
Principal Professional	170
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$75
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$75
Drafting	80
CAD Operator/Drafting Manager	80

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **January**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Observation & Testing, Material Inspection & Testing – PO 50848 Increase** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Child Development Center Relocation

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Nine Thousand Eight Hundred Fifty-Two and 00/100 Dollars ($29,852.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical Observation and Testing
      2) Material Inspection and Testing

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

   A. None

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

   A. None

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

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

Dated: 2/2, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 26, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:

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

95-4020122

Employer Identification and/or Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated September 24, 2014 (3 pages) attached hereto and made a part of this PAA by this reference.

14P010-05

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 24, 2014

Mr. Jimmy Riordan
Project Manager
Tilden-Coil Constructors, Inc.
11110 Alondra Boulevard
Norwalk, California 90650

Subject: **REQUEST FOR BUDGET AMENDMENT No. 1 FOR MATERIALS TESTING AND INSPECTION SERVICES**
Child Development Center
Cerritos College, Norwalk, California
Cerritos College PO No.: 0000050848
Converse Project No. 12-31-260-30/40

Dear Mr. Riordan:

Converse Consultants (Converse) has prepared this letter to provide a budget status for our services associated with the above-referenced project. Converse provides services in accordance with PO# 0000050848.

Based on our review of the project's progress through week ending July 25, 2014, an amount of $34,331 out of the total budget of $41,449 has been spent. Based on our understanding of the project progress, discussion of the project with the Project Inspector and review of the construction schedule, there will be about 160 hours of soil technician, 90 hours of ACI concrete technician and 50 hours of welding inspector time and other miscellaneous inspection and testing required to complete the project.

The discrepancy between project completion and budget spent is a result of the extended geotechnical, materials testing and inspection services.

Converse has prepared a detailed breakdown of services that will be required to complete the project and has attached the details at the end of this letter. Converse would like to request and additional $29,852.00 to complete the project.

If you have any questions or wish to discuss this letter in greater detail, please feel free to call the undersigned at (626) 930-1222. The opportunity to be of continued service is appreciated.

CONVERSE CONSULTANTS

William Chu, P.E.
Principal Engineer

Dist.: 1/Addressee
Encl.: Detailed Breakdown for Budget Amendment No. 1
WHC/ht/jjl

222 East Huntington Drive, Suite 211, Monrovia, California 91016-3500
Telephone: (626) 930-1200 ♦ Facsimile: (626) 930-1212 ♦ e-mail: converse@converseconsultants.com

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Budget Amendment No.1

Project Name: **CDC**
Cerritos College
Norwalk, California

Project No.: **12-31-260-30/40**
Date: **09/24/14**

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Field technician (soil, aggregate base and asphalt)	hour	160	$85.00	$13,600.00
Subtotal:				**$13,600.00**

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (aggregate base)	test	1	$120.00	$120.00
Asphalt concrete Marshall Density	test	1	$150.00	$150.00
Subtotal:				**$270.00**

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	2	$60.00	$120.00
Project manager	hour	2	$135.00	$270.00
Principal-in-charge	hour	0	$145.00	$0.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				**$690.00**

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$13,600.00**
Laboratory Testing Services:	**$270.00**
Office Services:	**$690.00**
Total Cost for Earthwork:	**$14,560.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

CONVERSE CONSULTANTS

222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Budget Amendment No. 1

Project Name:	**CDC**	**Project No.:**	**12-31-260-30/40**
	Cerritos College	**Date:**	**09/24/14**
	Norwalk, California		

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Sample pick-up	hour	10	$50.00	$500.00
Special Inspector/Welding	hour	50	$82.00	$4,100.00
ACI Technicians (Field and Batch Plant)	hour	90	$82.00	$7,380.00
NDT	hour	24	$88.00	$2,112.00
Subtotal:				$14,092.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Compression strength/concrete, mortar, grout	cylinder	15	$23.00	$345.00
Subtotal:				$345.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	2	$60.00	$120.00
Project manager/engineer	hour	1	$135.00	$135.00
Principal-in-charge	hour	0	$145.00	$0.00
Final verify report (lab, batch, etc.)	report	2	$300.00	$600.00
Subtotal:				$855.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$14,092.00**
Laboratory Testing Services:	**$345.00**
Office Services:	**$855.00**
Total Cost for Material Inspection and Testing:	***$15,292.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$14,560.00**
Total Cost for Material Inspection and Testing:	**$15,292.00**
Total Cost for Grading, Material Inspection and Testing:	***$29,852.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **25th** day of **November**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical/Geoseismic Study Report – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Sports Field Restrooms

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 1, 2014**, and will diligently perform as required and complete performance by **December 1, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand Nine Hundred Fifty and 00/100 Dollars ($8,950.00),** billed at the labor hour rate as detailed in Exhibit A. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical/Geoseismic Study Report

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

   A. None

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

   A. None

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

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

Dated: 1/27/15, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATAL

Print Title: V.P. OF BUSINESS SVCS

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 East Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~4200~~ 1275

Facsimile: 626-930-1212

E-Mail: ~~wchu~~ksivathasan@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122
Employer Identification and/or Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

October 21, 2014

Job Name: Sports Field Restroom
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65056
6130

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE**
GEOSEISMIC / GEOTECHNICAL STUDY REPORT
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2, 2014
- Conducted a site visit on October 8, 2014

The site is located south of the existing softball field within the existing Cerritos Community College and is planned for construction of a new sports field restroom. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

Converse offers Cerritos Community College a qualified staff of professional engineers and geologists with specialized expertise in many areas. Many of Converse's staff are licensed civil and geotechnical engineers and engineering geologists with a strong background in school projects. This expertise will be necessary for the successful accomplishment of the project.

Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

William H. Chu, P.E., G.E., Project Manager - Mr. Chu is a Senior Vice President/Principal Engineer with Converse. He has over 24 years of experience in providing professional services for a variety of geologic and geotechnical investigations involving all aspects of design and construction of various facilities. He will be the designated project manager/principal-in-charge of the project. The project manager will have full management, scheduling, and fiscal responsibilities. He will also be responsible for assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated and that work performed is of high technical quality.

Mark Schluter, R.G., C.E.G., Senior Geologist - Mr. Schluter is a professional geologist and California-certified engineering geologist. He has over 35 years of experience working in Southern California. He will be responsible for providing the review of geologic and seismic conditions and for supervision of field exploration.

OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of two (2) exploratory borings. Borings within the proposed sports field restroom area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

After completion of boring within existing paved area, boreholes will be backfilled with soil cuttings and/or patch with Asphalt concrete or cement concrete, if needed.

Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

In-Situ Percolation Testing (Optional)

Percolation testing will consist of drilling a total of one (1) additional boring to depths of 10 to 20 feet, respectively. The borings will be drilled using a truck-mounted rig equipped with hollow stem

augers. Soil materials encountered will be continuously logged and classified in the field by visual/manual examination, in accordance with the Unified Soil Classification System.

The continuous pre-soak (falling-head) test procedure will be utilized for percolation testing. In accordance with the LID Standards Manual, the test holes will be pre-soaked for 30 minutes immediately prior to testing. Testing will start following the presoak period. Measurements in the drop in water level will be taken at regular intervals of 30 minutes, with the test hole refilled to approximately the same depth after each measurement. At least 8 measurements will be taken, or until a stabilized rate of drop is achieved. Where water drains faster than half of the initial wetted depth in 30 minutes or less on two consecutive readings, the time interval will be adjusted to 10 minutes. The drop in water level will be recorded to the nearest tenth of a foot. The data collected will be presented in inches per hour.

After completion of the percolation test borings, the boreholes will be backfilled with soil cuttings and patched with cold asphalt if needed.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.

B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.

C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
   - Active Earth Pressures.
   - Passive Earth Pressures.
   - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	$350.00
TASK II:	SUBSURFACE EXPLORATION (SOIL BORINGS) IN-SITU PERCOLATION TESTING (OPTIONAL)	$3,500.00 $2,300.00
TASK III:	LABORATORY TESTING	$2,300.00
TASK IV:	ENGINEERING ANALYSES AND REPORT	$2,800.00
TOTAL (without Percolation Testing):		**$8,950.00**
TOTAL (with Percolation Testing):		**$11,250.00**

10/23/14

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/31/14

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.

- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.
- Five (5) copies of one report and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of $2,300.00.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $8,950.00 ($11,250.00 with optional percolation testing). We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $2,500.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

~~Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.~~

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS

William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl

FEE SCHEDULE AND GENERAL CONDITIONS

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50
Professional Services (Field and Office)	
Staff Professional	$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement

~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.~~
~~4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

~~Invoices~~

~~1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.~~
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
~~3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.~~

~~General Conditions~~

~~The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.~~

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geoseismic/geotechnical study for proposed shade structures** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Shade Structures

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand, Three-Hundred, Fifty and 00/100 Dollars ($28,350.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Geoseismic/geotechnical study for seven proposed shade structures

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

   A. None

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

   A. None

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

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

Dated: 1/27, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

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

95-4020122
Employer Identification and/or Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated October 21, 2014 (10 pages, with noted District omissions and deletions), attached hereto and made a part of this PAA by this reference.

Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

Job Name: SHADE STRUCTURES
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65057
6130

October 21, 2014

Mr. Jared Tannen
Project Engineer
Tilden-Coil Constructors
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PREPARE**
GEOSEISMIC / GEOTECHNICAL STUDY REPORT
Proposed Shade Structures at Seven Locations Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-281-00

Dear Mr. Tannen:

Converse Consultants (Converse) has prepared this proposal describing our recommended scope of services and fees to perform geoseismic/geotechnical study for the above-referenced project. The purpose of this study will be to generate a report for design consistent with the current edition of California Building Code (2013), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and California Geologic Survey (CGS) Note 48, latest edition.

In preparation of this proposal we conducted the following:

- Reviewed the information transmitted to us on October 2 and 21, 2014
- Conducted a site visit on October 8, 2014

The seven (7) different sites are located within the existing Cerritos Community College and proposed shade structures are planned to be constructed at each location. The plan dimension is not known at this time but is anticipated to be less than 5,000 square feet at each location. No basement is planned at this time.

Converse Consultants has extensive experience providing geotechnical, construction inspection and material testing services for various school districts throughout southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

To meet the district's schedule and provide technically sound, feasible and economical geotechnical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed project principal, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 24 years of experience. He has overseen numerous projects and prepared reports for public educational

institutions and essential buildings. He will ascertain that the contents of our report meet the requirements of the jurisdictional agencies.

Our objective will be to ensure that the required quality goals are met, and that all parties are satisfied with the work performance and deliverables rendered.

PROJECT TEAM

Management and Key Personnel

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Converse believes that effective organization and management of a project team is the key to the successful accomplishment of stated project objectives. Profiles of the project team members are as follows:

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OBJECTIVE OF OUR SCOPE OF WORK

The objectives of the preliminary geoseismic study phase will be to determine general seismicity conditions for the site vicinity, evaluate associated potential geologic hazards including consideration of faulting and liquefaction, determine seismic design parameters for the structures, and establish any conditions that may warrant further more comprehensive study.

The general objectives of the concurrent preliminary geotechnical study phase will be to explore and evaluate soil conditions beneath the site relative to geotechnical feasibility, design and construction considerations.

SCOPE OF SERVICES

Our proposed preliminary study will provide the necessary personnel, equipment, materials to explore the site, conduct laboratory testing, perform geotechnical analyses, and prepare

geological, foundation design, and construction recommendations for the proposed facility. Our scope of work will include the following tasks:

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following:

- Coordinate site access with the College Representative.
- Field reconnaissance to map the surface condition, including drainage, flood hazard, etc.
- Stake/mark the boring locations in the field such that drill rig access to all the locations is available.
- Notify underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task II: Subsurface Exploration

Soil Borings

The field investigation will consist of a preliminary subsurface exploration program consisting of drilling a total of twelve (12) exploratory borings. Two (2) borings at each location (except the location within the existing Aquatic Center) within the proposed shade structure area will be drilled to depths of about 50 and 80 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Due to the availability of an existing soil report and the Aquatic Center site was recently constructed, the subgrade soils were observed and tested by Converse and had been certified as engineered fills for the proposed shade structures location. Therefore, no borings will be drilled at this site.

The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

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Standard Penetration Tests (SPTs) will be performed within some of the deeper borings. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

Task III: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples.
- Expansion index.
- Ph, chloride, sulfate and minimum electrical resistivity.
- Sieve Analysis and/or hydrometer.
- Atterberg limits.
- Modified Proctor.
- Direct Shear.
- Consolidation/Collapse.
- R-value.

Task IV: Engineering Analyses and Report

Data obtained from the exploratory borings and laboratory-testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical investigation report for all seven (7) sites, which will include the following items:

A. Site Condition

1. Description of on-site soils, boring locations, and test methodologies utilized.
2. Groundwater depth.
3. Location relative of flood hazard zone.

B. Faulting and Seismicity

1. Location relative to known earthquake faults.
2. Anticipated ground shaking from earthquakes.
3. Geologic conditions and geologic cross section.
4. Liquefaction characteristics.
5. Other secondary effects from earthquakes.
6. Site co-efficient for soil characteristics relative to CBC 2013 earthquakes forces.

C. Recommendations for Site Preparation

1. Grading.
2. Over excavation and compaction.
3. Subgrade preparation.
4. Structural backfill.
5. Buried utilities and trench backfill.
6. Suitability of on-site soils for regarding or for use as compacted fill.
7. Types of imported fill (if required) for use as compacted fill.
8. Special recommendations for expansive soils or for proposed site work where expansive soils are present.
9. Shrinkage and subsidence.

D. Design Recommendations

1. Foundation types and bearing pressures (shallow footings or piles) with practical and economic considerations, consistent with good engineering requirements.
2. Vertical and lateral pile capacity.
3. Lateral earth pressures and resistance to lateral load.
   - Active Earth Pressures.
   - Passive Earth Pressures.
   - Seismic Lateral Forces for Above Grade.
4. Settlement.
5. Modulus of subgrade reaction.

E. Soil Corrosivity Evaluation

F. Construction Recommendations

1. Temporary excavations.
2. Recommendations for excavation adjacent to existing structures.

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current agreement with the District. The total cost breakdown for our professional services is presented in the table below:

Table No. 1, Cost of Professional Services

TASK NUMBER		COST
TASK I:	PROJECT SET-UP	$550.00
TASK II:	SUBSURFACE EXPLORATION (12 soil borings at 6 sites)	$11,000.00
TASK III:	LABORATORY TESTING	$12,000.00
TASK IV:	ENGINEERING ANALYSES AND REPORT (one report for all 7 sites)	$4,800.00
TOTAL (without Percolation Testing):		**$28,350.00**

MR (FAC) 10/23/14

Access to the site is feasible from all the streets for exploration using a standard truck-mounted drill rig. Permission will be needed from the property owners.

10/30/14

Our cost is based on the following assumptions:

- Permits, if required, will be provided at no cost to us.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- Converse will minimize the impact and disturbance to the existing site conditions. However, some degree of disturbance or damage to existing landscaping may occur by the drill rig access and travel.
- Site owner representative will assist us to clear existing underground utilities at no additional cost to us. Converse will not be responsible for any utility damage due to boring.
- **The borings will be backfilled loose with soil cuttings and the surface patched with cold asphalt concrete (if needed). As a result, the surface may settle over time. If construction is delayed, we recommend that the owner monitor the borings and if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. We will not be responsible for any marking left by us and USA.**
- Converse will contact Underground Service Alert (USA). All existing utilities locations within private property will be provided to us at no additional cost to us. Converse will not be responsible for damaging of the utility lines due to the subsurface exploration. Converse is not responsible to clean up the utility marking for the proposed boring locations.
- No environmental assessment or testing will be performed.
- No percolation testing will be performed.
- Converse will not be responsible to wash and clean the utility markings.

- Five (5) copies of one report for all seven (7) sites and a PDF file of the report will be prepared for the project.
- In-situ percolation testing will be conducted, if requested, for an additional fee of $2,300.00 for each location.

We will provide our scope of work pertaining to the geotechnical study for an estimated fee of $28,350.00. We will submit our invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, an additional fee of $6,000.00 will be required.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

PROPOSED SCHEDULE

After boring locations have been marked, USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four to five working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in three (3) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately five (5) weeks after completion of the field exploration. One report will be prepared. The preliminary data and recommendations can be provided verbally during the course of investigation. If the report will need to be submitted before the above mentioned schedule, an additional fee will be needed to compensate overtime charges for personnel and equipment rental.

CLOSURE

Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

During the course of this work, we will provide workers' compensation insurance as required by law.

Please sign two copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

This proposal will expire ninety (90) days from its issuance, if not accepted in that time.

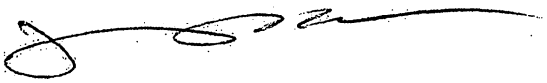
It is understood by both contracting parties that this phase of the project is not subject to prevailing wages as defined in Labor Code Sections 1770-1780. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated herein. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1222 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to Cerritos Community College.

Sincerely,

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Dist.: 1/Addressee (via e-mail)
Encl: Fee Schedule (P2014), General Conditions (GC99-1)

WHC/jjl

FEE SCHEDULE AND GENERAL CONDITIONS

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2015.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	$73
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Coring Technician (including machine and power generator)	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Senior Soils Technician	73
Sample Pick-up	50
Professional Services (Field and Office)	
Staff Professional	$90
Senior Staff Professional	100
Project Professional	125
Project Manager	145
Senior Professional	145
Principal Professional	160
Principals/Consultants	180
Laboratory Testing	
Laboratory Technician	$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	
Office Support	
Clerical/Word Processing	$65
Drafting	65
CAD Operator/Drafting Manager	65

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked was seven continuous eight hours per day in one work week, not counting pay time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses shall be governed by Master Agreement.

~~1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.~~
~~2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.~~
~~3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty five cents per mile for company owned vehicles traveling between principal office and project.~~
~~4. Other out of pocket direct project expenses (aerial photos, long distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.~~

~~Invoices~~

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further more, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P010
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. CIS/Math

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Forty Thousand, Eight-Hundred, Thirty-Seven and 00/100 Dollars ($340,837.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical Observation & Testing, as required
      2) Material Inspection & Testing, as required

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

   A. None

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

   A. None

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

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

Dated: 1/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

95-4020122
Employer Identification and/or Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Math/CIS Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (31/41)
Date: 06/26/14
(Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$140.00	$560.00
Sample Pick-up	hour	2	$50.00	$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	1040	$88.00	$91,520.00
Project manager/engineer	hour	24	$140.00	$3,360.00
Subtotal:				$95,540.00

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil)	test	2	$120.00	$240.00
Maximum dry density test (aggregate base)	test	1	$125.00	$125.00
Asphalt concrete Marshall Density	test	1	$160.00	$160.00
Subtotal:				$525.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	24	$60.00	$1,440.00
Project manager	hour	16	$140.00	$2,240.00
Principal-in-charge	hour	4	$150.00	$600.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$95,540.00**
Laboratory Testing Services:	**$525.00**
Office Services:	**$4,580.00**
Total Cost for Earthwork:	**$100,645.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: CIS/MATH
New PO#: (Y)/N
PO#: TBD CO#: ____
FUND: 42.0

Notes: 64045
6220

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Math/CIS Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (31/41)
Date: 06/26/14 (Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Sample pick-up	hour	90	$50.00	$4,500.00
Special Inspector/Material ID and Sampling	hour	16	$86.00	$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	980	$86.00	$84,280.00
Special Inspector/pull or torque testing or NDT	hour	80	$90.00	$7,200.00
ACI Technicians	hour	880	$86.00	$75,680.00
ACI Technicians (batch plant)	hour	600	$86.00	$51,600.00
Subtotal:				$224,636.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Rebar bend and tensile	sample	48	$85.00	$4,080.00
High strength bolts	sample	8	$260.00	$2,080.00
Compression strength/concrete	cylinder	84	$24.00	$2,016.00
Subtotal:				$8,176.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	32	$60.00	$1,920.00
Project manager/engineer	hour	24	$140.00	$3,360.00
Principal-in-charge	hour	6	$150.00	$900.00
Final verify report (lab, steel, batch, etc.)	report	4	$300.00	$1,200.00
Subtotal:				$7,380.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$224,636.00**
Laboratory Testing Services:	**$8,176.00**
Office Services:	**$7,380.00**
Total Cost for Material Inspection and Testing:	***$240,192.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$100,645.00**
Total Cost for Material Inspection and Testing:	**$240,192.00**
Total Cost for Grading, Material Inspection and Testing:	***$340,837.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/10/14

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **10th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Fine Arts

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 12, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three-Hundred, Six Thousand, Two-Hundred, Seventeen and no/100 Dollars ($306,217.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

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

      1) Geotechnical Observation & Testing, as required
      2) Material Inspection & Testing, as required

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

   A. None

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

   A. None

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

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

Dated: 1/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 22, 2015

The Converse Professional Group, DBA Converse Consultants

By:

Print Name: ~~William Chu~~ SIVA K. SIVATHASAN

Print Title: ~~Senior~~ Vice President

Information regarding Consultant:

License No.: GE 2708

Address: 222 E. Huntington Drive, Suite 211

Monrovia, CA 91016

Telephone: 626-930-~~1200~~ 1275

Facsimile: 626-930-1200

E-Mail: ksivathasan ~~wchu~~@converseconsultants.com

95-4030122 : Employer Identification and/or Social Security Number

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

Type of Business Entity:

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated June 26, 2014 (2 pages), attached hereto and made a part of this PAA by this reference.

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Fine Arts Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (30/40)
Date: 08/26/14
(Revised)

COST ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING:

EARTHWORK:

FIELD TESTING SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$140.00	$560.00
Sample Pick-up	hour	2	$50.00	$100.00
Field technician (pile, soil, aggregate base and asphalt)	hour	800	$88.00	$70,400.00
Project manager/engineer	hour	20	$140.00	$2,800.00
Subtotal:				$73,860.00

LABORATORY TESTING SERVICES				
Test	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil)	test	2	$120.00	$240.00
Maximum dry density test (aggregate base)	test	1	$125.00	$125.00
Asphalt concrete Marshall Density	test	1	$160.00	$160.00
Subtotal:				$525.00

OFFICE SERVICES				
Task	**Unit**	**No. of Unit**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	24	$60.00	$1,440.00
Project manager	hour	16	$140.00	$2,240.00
Principal-in-charge	hour	4	$150.00	$600.00
Final verify report	report	1	$300.00	$300.00
Subtotal:				$4,580.00

COST ESTIMATE BREAKDOWN FOR EARTHWORK

Field Testing Services:	**$73,860.00**
Laboratory Testing Services:	**$525.00**
Office Services:	**$4,580.00**
Total Cost for Earthwork:	**$78,965.00**

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

Job Name: Fine Arts
New PO#: (Y)/N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65040
6220

CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Project Name: Fine Arts Building
Cerritos College
Cerritos, California

Project No.: 12-31-104-00 (30/40)
Date: 06/26/14
(Revised)

COST ESTIMATE FOR MATERIAL INSPECTION AND TESTING:

MATERIAL INSPECTION AND TESTING:

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Sample pick-up	hour	60	$50.00	$3,000.00
Special Inspector/Material ID and Sampling	hour	16	$86.00	$1,376.00
Special Inspector/Steel (field or shop within 50 miles from the project site)	hour	880	$86.00	$75,680.00
Special Inspector/pull or torque testing or NDT	hour	60	$90.00	$5,400.00
ACI Technicians	hour	880	$86.00	$75,680.00
ACI Technicians (batch plant)	hour	600	$86.00	$51,600.00
Subtotal:				$212,736.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Rebar bend and tensile	sample	48	$85.00	$4,080.00
High strength bolts	sample	8	$260.00	$2,080.00
Compression strength/concrete	cylinder	84	$24.00	$2,016.00
Subtotal:				$8,176.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate ($)	Cost ($)
Office support	hour	24	$60.00	$1,440.00
Project manager/engineer	hour	20	$140.00	$2,800.00
Principal-in-charge	hour	6	$150.00	$900.00
Final verify report (lab, steel, batch, etc.)	report	4	$300.00	$1,200.00
Subtotal:				$6,340.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$212,736.00**
Laboratory Testing Services:	**$8,176.00**
Office Services:	**$6,340.00**
Total Cost for Material Inspection and Testing:	***$227,252.00***

TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING

Total Cost for Earthwork:	**$78,965.00**
Total Cost for Material Inspection and Testing:	**$227,252.00**
Total Cost for Grading, Material Inspection and Testing:	***$306,217.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

7/10/14

Cerritos College

Contract No. 14P010

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

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

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

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

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

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

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

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

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

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

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

12. **Termination**.

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

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

12.2. Note Used.

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

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

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

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

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

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

14. Insurance.

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

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

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

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

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

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

20. Not Used.

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

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

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

If to District:

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

If to Consultant:

The Converse Professional Group, DBA Converse Consultants
ATTN: Sina K. Sivathasan
Address: 322 E. Huntington Dr., #211
Monrovia, CA 91016
Phone: 626-930-1200
Fax: 626-930-1212
Email: KSivathasan@conversecons ultants.com

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

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

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

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

[SIGNATURES ON NEXT PAGE]

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

Dated: December 23, 2014

Cerritos Community College District

By: _____

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services.

Dated: December 1, 2014

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva K. Sivathasan

Print Title: Vice President.

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

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

2. **Constraints on the Firm**

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

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

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

4. **Test & Inspection Firm Responsibilities.**

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

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

6. **Evaluation of Contractor Performance.**

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

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

7. Reporting Requirements and Procedures.

A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

E. Premium time and double time shall be calculated per the Director of Industrial Relations.

F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Construction Surveying -- Shade Structures**

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 21 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Construction Surveying – Shade Structures.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed $41,800; this amount will be funded from the GO Bond. Hall & Foreman, a Division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 21 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR CONSTRUCTION SURVEYING – SHADE STRUCTURES
HALL & FOREMAN, A DIVISION OF DAVID EVANS & ASSOCIATES, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement for Engineering Services ("Master Agreement") with Hall & Foreman, a Division of David Evans & Associates, Inc. for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements

specify the scope of work, project cost estimates, fee to engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 21 arises out of Cerritos College's desire to obtain the necessary construction surveying services for the Shade Structures project funded by GO Bond allocations. Hall & Foreman, a Division of David Evans & Associates, Inc.'s services includes, but is not limited to, survey control and supervision, providing a set of construction survey stakes to facilitate grading, sidewalks, shade structure construction, and seat walls.

Period: The time period will be from October 1, 2016 through December 31, 2017.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 21 to Contract No. 14P005 – Hall & Foreman
Draft of Project Assignment Agreement No. 20 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 19 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 18 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 17 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 16 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 15 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 14 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 13 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 12 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 11 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 10 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 9 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 8 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 7 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 6 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 5 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 4 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 3 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 2 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 1 to Contract No. 14P005 – Hall & Foreman
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, a Division of David Evans & Associates, Inc.

Cerritos College DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 21
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Surveying – Shade Structures** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Shade Structures

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand Eight Hundred and 00/100 Dollars ($41,800.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Construction Surveying

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

   A. None

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

   A. None

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

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Construction Surveying Proposed Shade Structures Project (10 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
    a. Task 1 – Provide construction surveying services – Falcon Square
    b. Task 2 – Provide construction surveying services – Aquatic Center
    c. Task 3 – Provide construction surveying services – Alondra Drop-Off
    d. Task 4 – Provide construction surveying services – South Garden
    e. Task 5 – Provide construction surveying services – North Walk

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services

a.	Task 1	$ 8,300.00
b.	Task 2	$ 5,100.00
c.	Task 3	$ 7,800.00
d.	Task 4	$11,400.00
e.	Task 5	$ 9,200.00
		$41,800.00

7. Schedule
    a. October 2016 – December 2017

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 20
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **29th** day of **August**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey Stadium Field – Stadium Turf Replacement** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Stadium Turf Replacement

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 2016**, and will diligently perform as required and complete performance by **December 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand and 00/100 Dollars ($4,000.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Survey Stadium Field

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

   A. None

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

   A. None

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

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Survey Stadium Field Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide survey of the Stadium Field (artificial turf area inside the track)

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $4,000.00

8. Schedule
    a. June 2016 – December 2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 19
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Administration Building ADA Ramps** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Administration Building ADA Ramps

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 25, 2016**, and will diligently perform as required and complete performance by **April 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Nine Hundred and 00/100 Dollars ($3,900.00)**. District shall pay Consultant according to the following terms and conditions:

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

   1) Topo Survey

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

   A. None

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

   A. None

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

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

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Jan. 18, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 29, 2015, regarding Topo Survey Proposed Admin Building ADA Ramps Project (5 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide Topo Survey of the ramp on the south side of Admin Building and the ramp/stairs on the east side of the building per included sketch dated 12/22/2015.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $3,900.00

8. Schedule
    a. January 25, 2016 – April 30, 2016

ATTACHMENT "1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 61**
Job Description: Topo Survey
Admin. Bldg ADA Ramps

Contract No: 14P005 – PAA#_____

Attn: Steve Worley

Date: December 29, 2015

This **Agreement** is based the email received from Robert Gonzalez dated December 22, 2015 to provide a survey at the Admin Building ADA Ramps per the attached area exhibit. Survey of the ramp on the south side of the building and the ramp/stairs on the east side of the building per the provided exhibit.

Client agrees to compensate HFI for the above services in the amount of: **$3,900.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 61 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

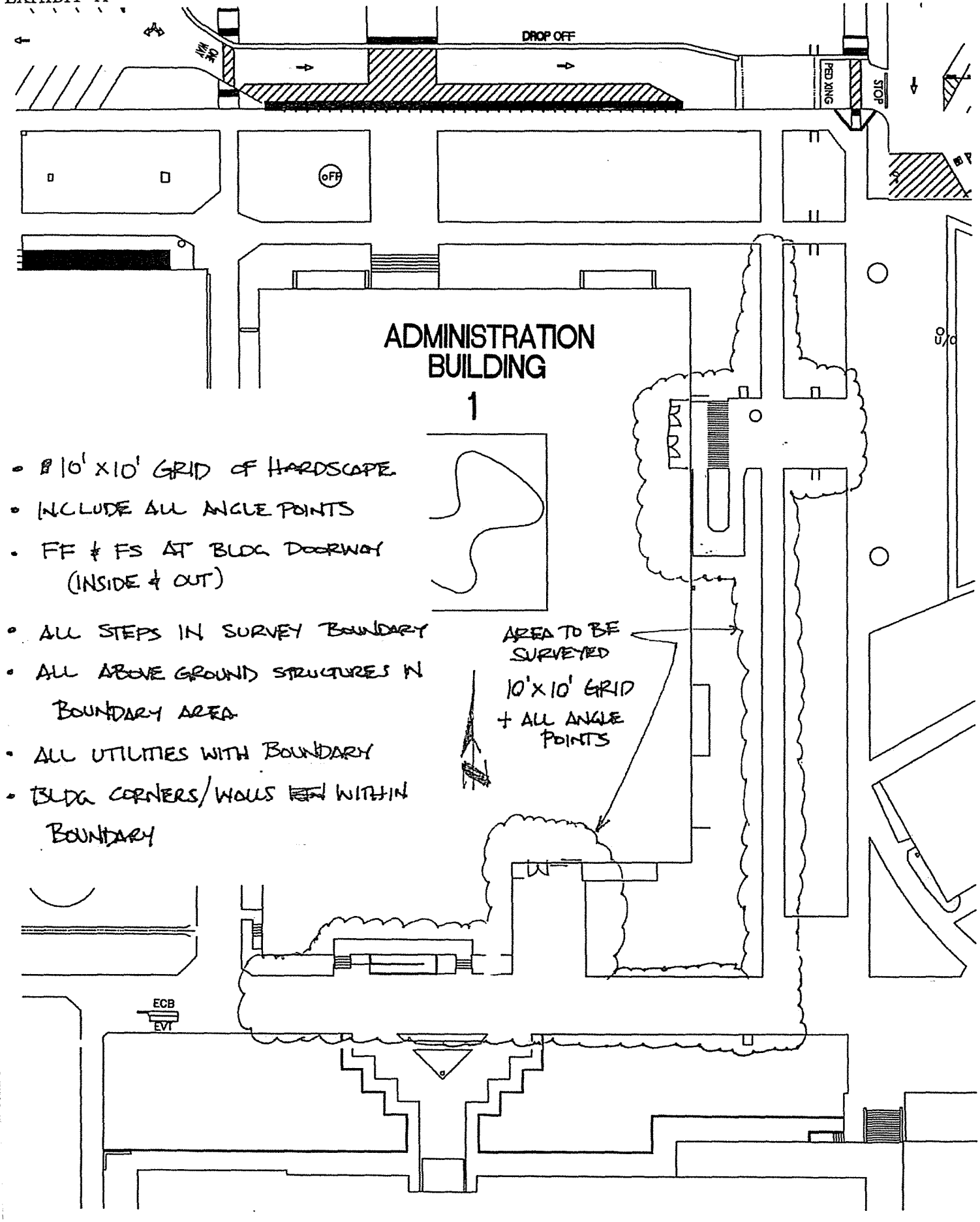
CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

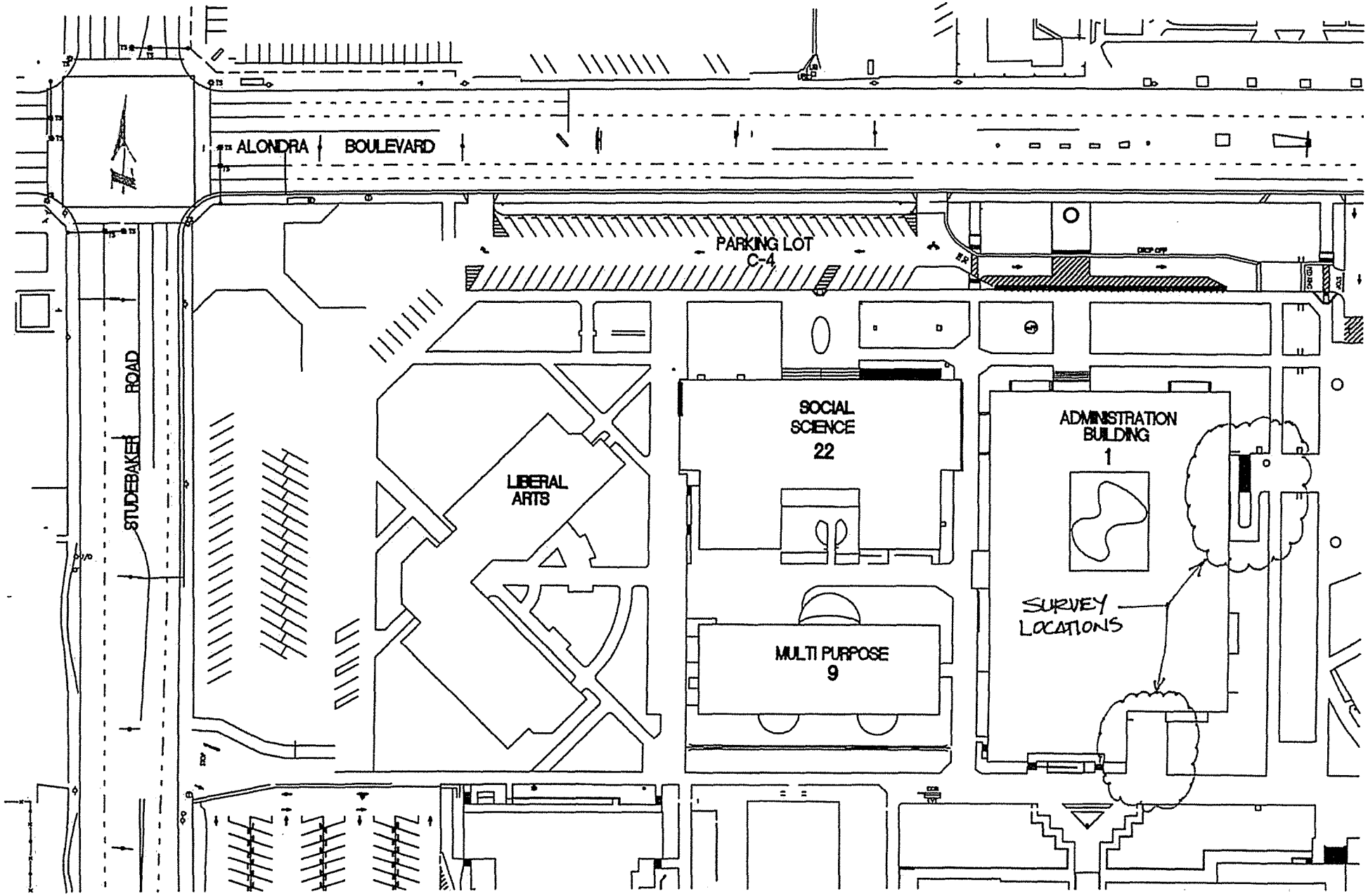
1/7/2016

EXHIBIT 'A'

EXHIBIT "A"


DROP OFF
PED XING
STOP
OFF
ADMINISTRATION BUILDING
1
• @ 10' X 10' GRID OF HARDSCAPE
• INCLUDE ALL ANGLE POINTS
• FF & FS AT BLDG DOORWAY (INSIDE & OUT)
• ALL STEPS IN SURVEY BOUNDARY
• ALL ABOVE GROUND STRUCTURES IN BOUNDARY AREA
• ALL UTILITIES WITH BOUNDARY
• BLDG CORNERS/WALLS WITHIN BOUNDARY
AREA TO BE SURVEYED
10'X10' GRID + ALL ANGLE POINTS
ECB
EVT

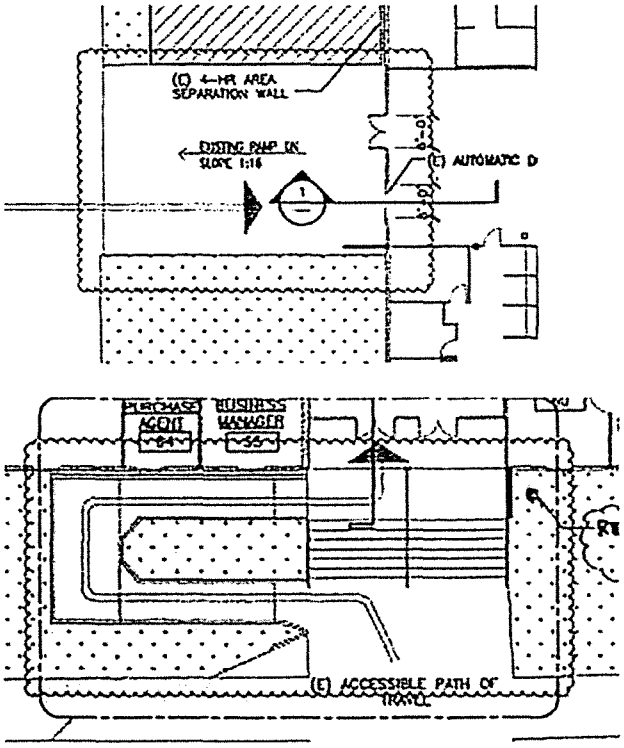
12/22/15 1/2


ALONDRA BOULEVARD
PARKING LOT
C-4
STUDEBAKER ROAD
LIBERAL ARTS
SOCIAL SCIENCE
22
ADMINISTRATION BUILDING
1
MULTI PURPOSE
9
SURVEY LOCATIONS

Linda Sandusky

From: Robert Gonzalez <rgonzalez@tilden-coil.com>
Sent: Tuesday, December 22, 2015 11:07 AM
To: Linda Sandusky
Cc: Luis Bautista
Subject: Cerritos RFP: Survey of Admin Bldg ADA Ramps
Attachments: AA-1.2.PDF

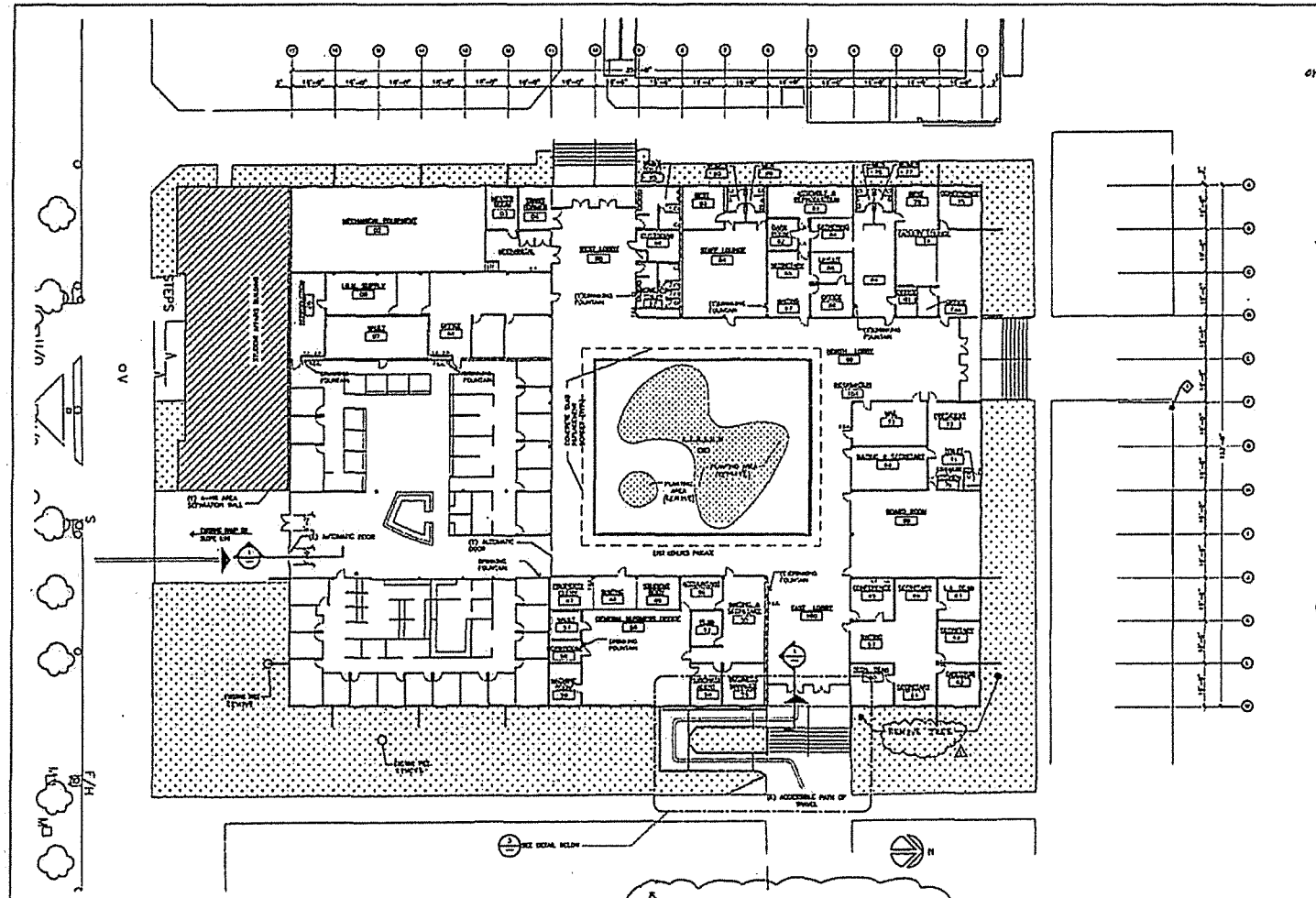
Linda,
Hope all is well with you.
Can you submit a proposal for providing survey at the Admin Building ADA Ramps? See the attachment and the areas below. We need survey of the ramp on the south side of the building and of the ramp/stairs on the east side of the building.



Thanks,

Robert Gonzalez
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 562-860-2451 Ext. 7203
F: 562-653-7868

Tilden-Coil CONSTRUCTORS

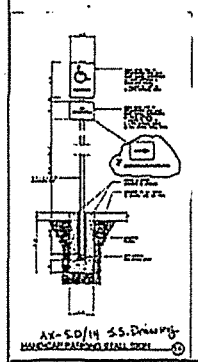


HANDICAP ACCESS PLAN- ADMINISTRATION BUILDING

SCALE 1/16" = 1'-0" | 4

GENERAL NOTES

1. SEE LANDSCAPE DRAWING FOR LANDSCAPING REGULATIONS. WHERE NOT SPECIFICALLY INDICATED, REPLACE EXISTING LANDSCAPE MATERIALS TO MATCH EXISTING.
2. [illegible]



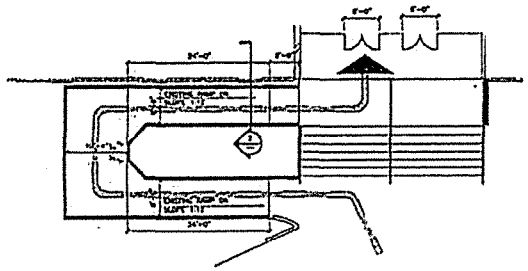
NUMBERED NOTES

1. ACCESSIBLE ENTRY SIGNAGE

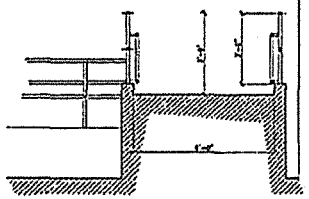
LEGEND

EXISTING PLANTER

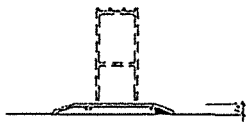
HANDICAP TRAVEL PATH



EXISTING HANDICAP RAMP PLAN | SCALE 1/4" = 1'-0" | 3



RAMP SECTION | SCALE 1" = 1'-0" | 2



EXISTING THRESHOLDS AT THE HANDICAP ACCESS | N.T.S. | 1

AS-BUILT DRAWING

BY [illegible] DATE 2/5/04

REVISIONS

1 ADD CLARIFICATIONS 09.03.03

TDM ARCHITECTS, INC.
830 Olympic Boulevard
Suite 200
Santa Monica, California 90401
Tel 310.264.0033 Fax 310.264.0011

ADMINISTRATION- HANDICAP ACCESS PLAN
CERRITOS COMMUNITY COLLEGE DISTRICT, NORWALK, CALIFORNIA
SEISMIC UPGRADE PROJECT, CERRITOS COLLEGE
ADMINISTRATION, SOCIAL SCIENCES & LIBERAL ARTS BUILDINGS
11110 EAST ALONDRA BLVD.
NORWALK, CALIFORNIA 90650

DRAWN
CHECKED
DATE 03-12-02
JOB NO. 2010003.00
SHEET NO. AA-1.2
OF SHEETS

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 18
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **December, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Social Science Elevator** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Social Science Elevator

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

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **February 1, 2016**, and will diligently perform as required and complete performance by **July 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Two Hundred and 00/100 Dollars ($5,200.00)**. District shall pay Consultant according to the following terms and conditions:

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

   1) Topo Survey

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

   A. None

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

   A. None

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

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

Dated: Feb. 18, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Feb 10, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Steve Worley, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 20, 2015, regarding Topo Survey Proposed Social Science Elevator Project (3 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
   a. Provide Topo Survey for the Social Science Building including ramps and stair lands (3 floors) per included sketch.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
   a. $ 5,200.00

8. Schedule
   a. February 1, 2016 – July 30, 2016

"ATTACHMENT 1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS AND ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 60**
Job Description: Topo Survey
Modular Elevator outside the SS bldg.
POT to nearest parking lot
Contract No: 14P005 – PAA#_____

Attn: Steve Worley Date: November 20, 2015

This **Agreement** is based on the design of a modular elevator outside the Social Science Building with POT to nearest Parking Lot per email from Robert Gonzales on 11/19/15 with sketch. (See Exhibit 'A' attached). HFI will perform survey for SS bldg., including ramps, stair lands (3 floors) per sketch provided.

Client agrees to compensate HFI for the above services in the amount of: **$5,200.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 60 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

11/24/15

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley Date

Exhibit 'A'

Cerritos College

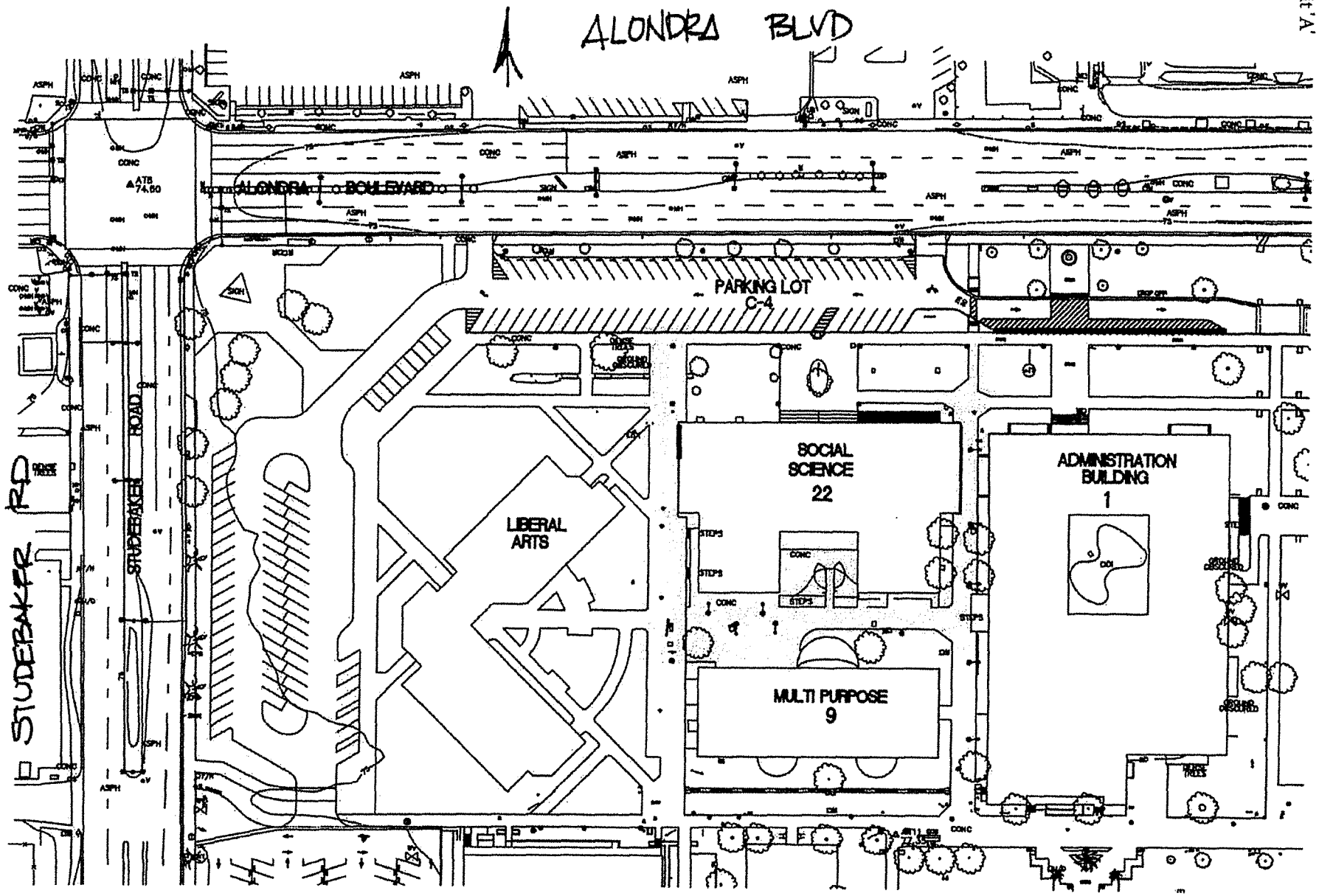
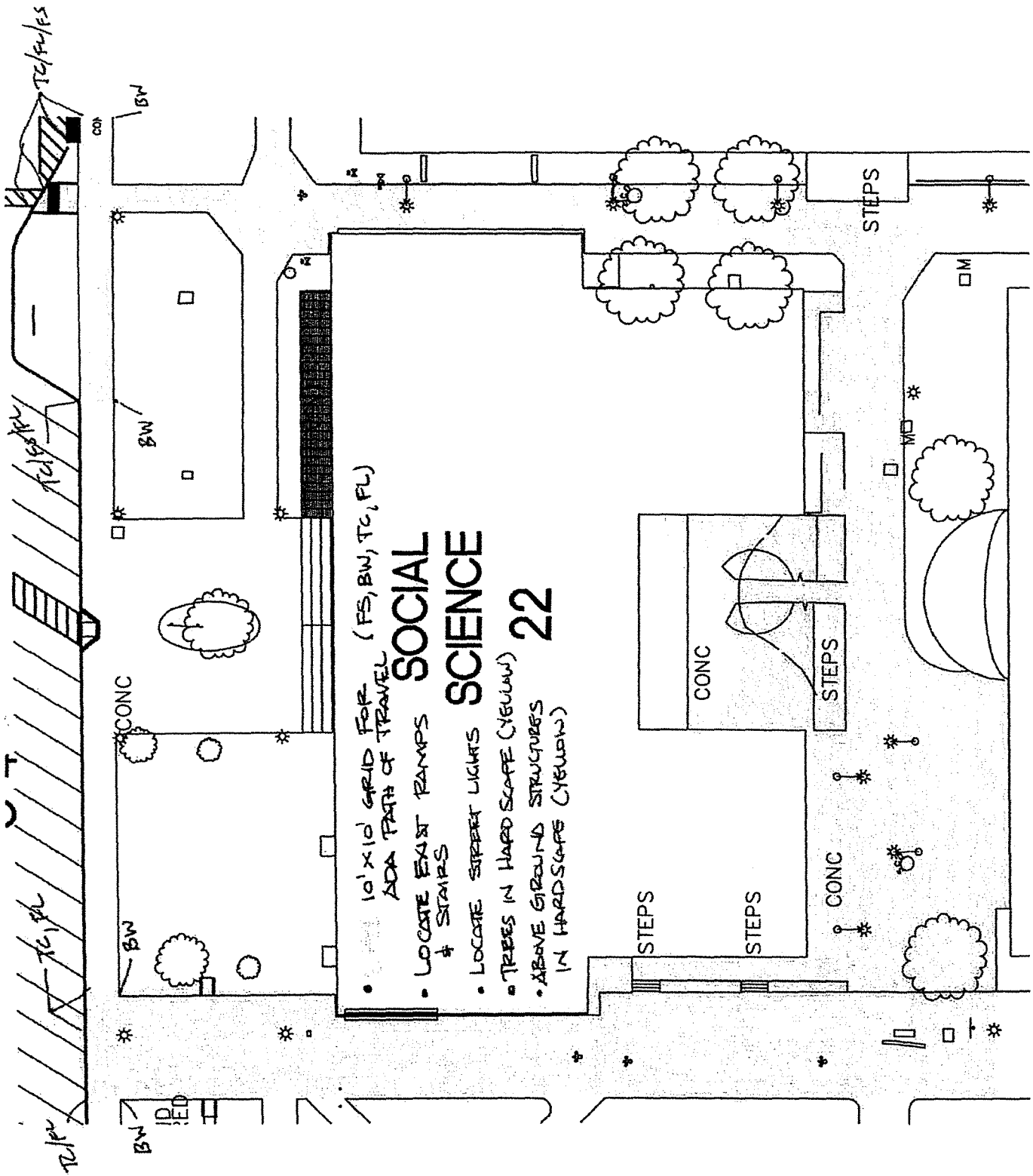


Exhibit 'A'


SOCIAL SCIENCE
22
• 10'x10' GRID FOR ADA PATH OF TRAVEL (FS, BW, TC, FL)
• LOCATE EXIST RAMPS & STAIRS
• LOCATE STREET LIGHTS
• TREES IN HARDSCAPE (YELLOW)
• ABOVE GROUND STRUCTURES IN HARDSCAPE (YELLOW)
CONC
STEPS
STEPS
STEPS
CONC
CONC
STEPS
BW
TC/FL
TC/FL/FS

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Shade Structures** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Shade Structures

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Stormwater Compliance Plan

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

   A. None

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

   A. None

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

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

Dated: 12/4, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Nov 9, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8059**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 59: Shade Shelters Project
Per Plans for Aquatic Center, Falcon Square, Northwalk & Alondra Drop Off
received 10-12-15 prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000**. ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

TCC
10/28/15

10/29/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8059
Job Description: Storm Water Compliance Plan

Project: Shade Shelters

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8059**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 16
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Wayfinding** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Wayfinding

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Stormwater Compliance Plan

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

   A. None

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

   A. None

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

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

Dated: 12/4, 2015	Dated: Nov 9, 2015
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8058**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 58: Wayfinding Project
Per Wayfinding/Signage Plans received 10-12-15 Prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

10/28/15

10/29/15

Linda Sandusky
Project Manager/Associate

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8058
Job Description: Storm Water Compliance Plan

Project: Wayfinding/Signage Plan

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8058**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 15
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **26th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Campus Landscape: Alondra & Studebaker** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Campus Landscape: Alondra & Studebaker

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 29, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100** Dollars **($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Stormwater Compliance Plan

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

   A. None

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

   A. None

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

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

Dated: 11/2, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 20 15

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 15, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 15, 2015 **JN. II.050469.8057**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 57: Landscape Project (Alondra & Studebaker) Per Landscape Architectural Plans and schedule & Phasing plan in Addendum No. 02 received 10-12-15
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.**

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

10/16/15

10/16/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8057
Job Description: Storm Water Compliance Plan

Project: Landscape Project

Date: October 15, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities . The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

PR 10.16.15

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8057**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 14
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Survey and Mapping Services – Performing Arts Center** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Performing Arts Center

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Five Thousand and 00/100 Dollars ($25,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 11/2, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Job Name: PAC
New PO#: Y / N
PO#: _____ CO#: _____
FUND: _____
Notes: _____

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

PERF. ARTS CENTER

SURVEY EXISTING SITE CONDITIONS

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: VV.050469-7000 **Ph. 59**
Job Description: Design Survey
Contract No: 14P005 PAA#____
Project: New Performing Arts Topo

Attn: Steve Worley

Date: October 6, 2015

HFI will provide the following services per Steve Worley's email dated September 24, 2015:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area depicted as "Proposed New Performing Arts Center (PAC)" (per the **TCC's** provided exhibit and scope of services in email dated 09.24.15 attached). The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

2. Provide a separate plan showing any underground utilities H+F is aware of as a result of their tenure on the campus.

The project deliverable will be two (2) sets of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$20,000.00 LS**
ADD'L LIMITS 5,000.-
TOTAL FEE: ~~$20,000.00~~ LS
$25,000.-

TCC 10/08/15

10/8/15

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7000, **Phase 59 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** a division of David Evans and Associates, Inc.

By:_____ October 6, 2015

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: TC on behalf of **CERRITOS COLLEGE**

By:_____ _____

Steve Worley — Date

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 13

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **September**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Health and Wellness Complex

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Surveying Services

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

   A. None

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

   A. None

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

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

Dated: 10/23, 2015	Dated: Oct 8, 2015
Cerritos Community College District	**Hall & Foreman, a division of David Evans and Associates, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: Vice President of Business Svcs.	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 27, 2015 (1 page, with noted changes), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7048 **Ph. 48**
Job Description: Design Survey
~~**Contract No: C05-1018B/PO#53022**~~
Project: Health Wellness Center Topo
Additional survey –
Grease Inceptor/Culinary Arts

Attn: Jeff Carreon

Date: July 27, 2015

Additional Services ~~to PO#53022~~:
HFI provided the following additional services per the direction of Jeff Carreon email dated 6-25-15:

1. Provide Topographic surveying on the location of the grease inceptor due to its proximity to the proposed Health and Wellness Center. The interceptor was not installed when the previous site survey was conducted for the Wellness Center. Scope also includes engineering research on its location, coordination with survey and Tilden Coil. This scope of work does not include Ground Penetrating Radar (GPR).

Project deliverable: cadd file for engineering design purpose only

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

TOTAL: $2,400.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7048, **Phase 48** ~~**and PO # 53022 by Cerritos College.**~~

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By: Linda Sandusky
Project Manager/Associate

July 27, 2015
Date

AUTHORIZATION:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **August, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Field Survey Services – Field House** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Field House

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fixed fee amount not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Surveying Services

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

   A. None

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

   A. None

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

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

Dated: 10/23, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: Oct 8, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
~~47-1237118~~
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 20, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 57**
Job Description: Surveying Field House Path of Travel front of Tennis Courts
Contract No: 14P005 – PAA#_____

Attn: Jared Tannen

Date: April 20, 2015

This **Agreement** is based on the design of the Field House Path of Travel design (See Exhibit 'A' below). HFI will perform survey of the northerly curb and sidewalk adjacent to the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east on Cerritos College campus. HFI will provide the following services:

1. **Field Survey** existing grade elevations for top of curb (TC), finished surface at curb (FS) and back of sidewalk (BW) along the northerly side of the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east for verification of ADA Accessibility from the Kincaid Field entrance to the future Field House building north of Falcon Field.

   Upon further review of existing topo survey data it was determined that data was insufficient to properly determine ADA compliance.

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7057, **Phase 57 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

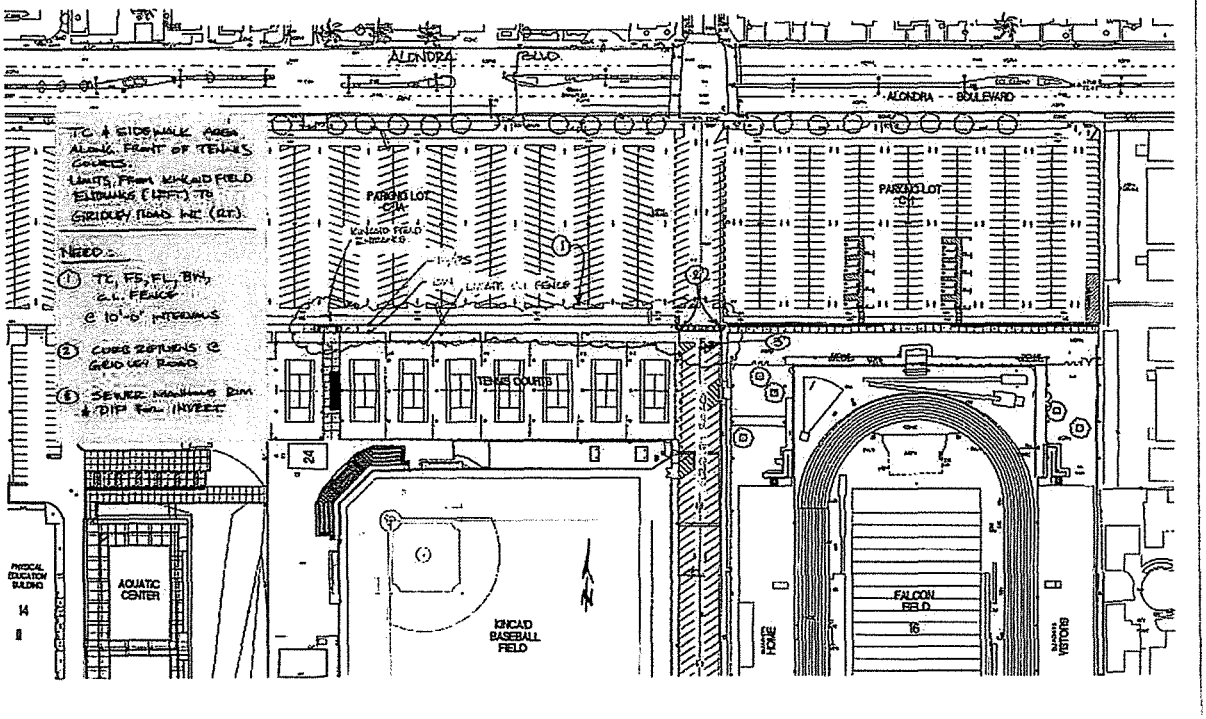
By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

EXHIBIT 'A'


ALONDRA BLVD.
ALONDRA BOULEVARD
PARKING LOT
PARKING LOT
TENNIS COURTS
AQUATIC CENTER
KNICAID BASEBALL FIELD
FALCON FIELD
HOME
VISITORS
PHYSICAL EDUCATION BUILDING

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **May**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Surveying Services – Bond Implementation** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Bond Implementation

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifteen Thousand Nine Hundred** Dollars **($15,900.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Surveying Services

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

   A. None

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

   A. None

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

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

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (1 page), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562-860-2451 Ext. 7211

Project Code: II.050469-7001 **Ph. 58**
Job Description: Aerial Topo Map of campus, Current Site Map of Bldgs to be updated, and Site Map exhibit with campus control
Contract No: 14P005 – PAA#_____

Attn: Jeff Carreon

Date: April 27, 2015

This **Agreement** is based on email and conversations with Jeff Carreon. H+F will perform the following surveying services:

1. Provide surveying services to produce an updated color Aerial Ortho-Photo (presentation quality) of Cerritos College campus. $13,500.00
2. ~~Provide surveying and engineering services to produce updated Aerial Topo for campus site plan and future project backgrounds per LACCD Standards at a mapping scale of 1"=40 and 1' contour intervals. $2,600.00~~
3. Provide surveying and engineering services to produce exhibit of the campus site with Campus control/TBM locations shown. $2,400.00

Client agrees to compensate HFI for the above services in the amount of: ~~**$18,500.00 LS**~~ $15,900.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7058, **Phase 58 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ 5/8/2015
Steve Worley Date

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 58_Color Aerial Topo Map.doc

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Preparation – Campus Wide Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Campus Wide Electrical Upgrade

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **July 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand** Dollars **($4,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Storm Water Compliance Plan Preparation

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

   A. None

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

   A. None

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

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

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (4 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

April 27, 2015

JN. II.050469.8056

Job Name: CAMPUS ELECTRICAL
New PO#: (Y) / N
PO#: PAA CO#: _____
FUND: 42.1

Notes: L-50054
6170

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 56: Infrastructure Phase 4 Project
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

AM (TC) 5/6/15

Upon your favorable consideration, please initiate a purchase order in the amount of **$4,000**.

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

5/7/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8056

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8056
Job Description: Storm Water Compliance Plan

Project: Infrastructure Phase 4

Date: April 27,, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Consultant shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project (various locations) and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$4,000**
TOTAL	**$4,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8056**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

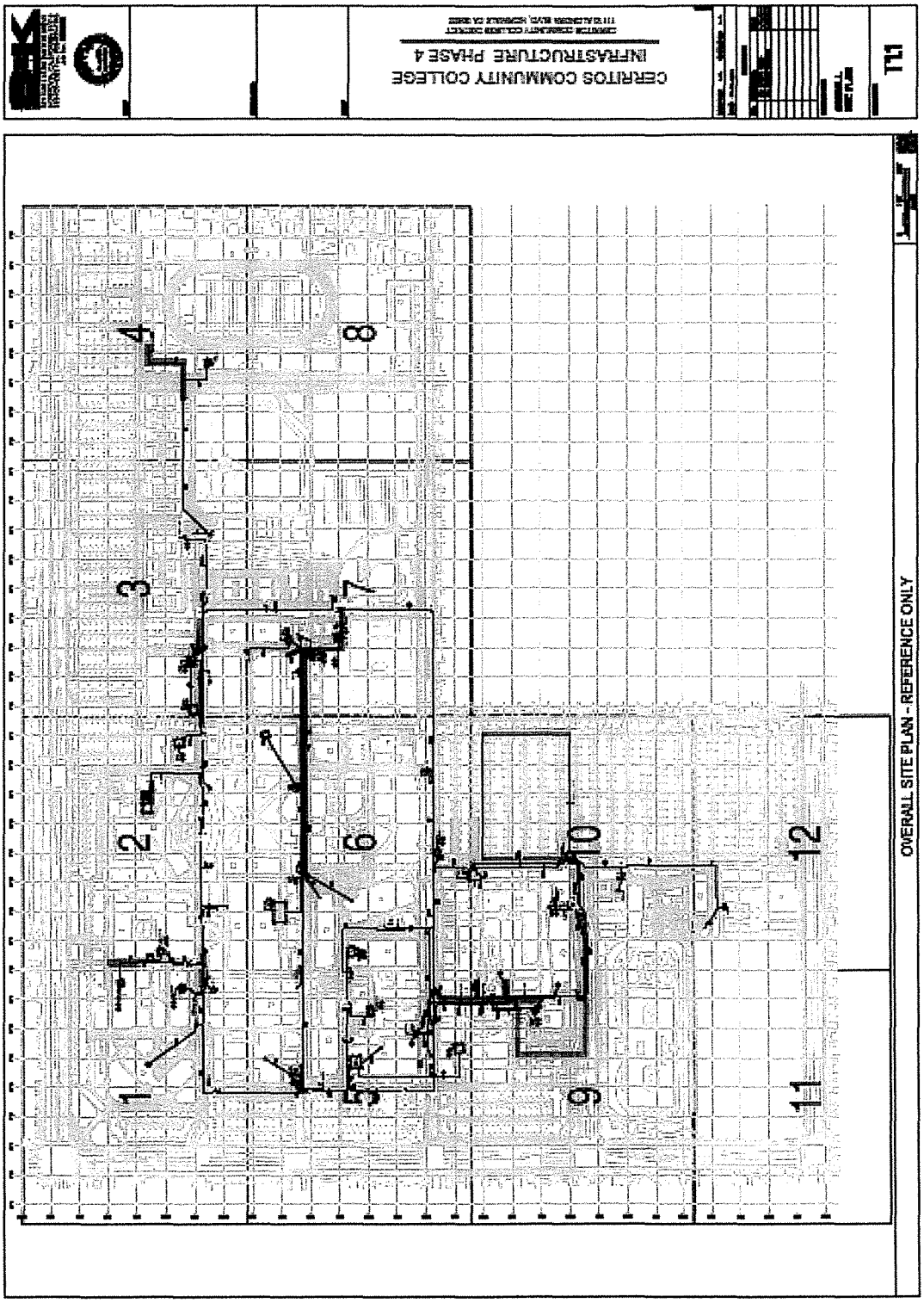
CLIENT: **CERRITOS COLLEGE**

By:_____ 5/7/15
Name: Date

_____
Title:

Site Plan Diagram.

RED areas (south loop, north of Fine Arts, South of the Gym, and future Field House) represents the approximately locations of the necessary trenching for this Infrastructure Phase 4 project. GREEN (north of Weight Room Training Bldg and around Student Health Bldg) areas are possible additional areas to be trenched.



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **April, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Information to Verify Ponding Limits – Child Development Center** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Child Development Center

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 16, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Hundred Thirty-Five** Dollars **($535.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Information to Verify Ponding Limits

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

   A. None

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

   A. None

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

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

Dated: 5/20, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30TH** day of **March**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Services** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Learning Resource Center Phase 3 Renovation

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 30, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Storm Water Compliance Plan Services

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

   A. None

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

   A. None

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

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

Dated: 5/20, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated February 16, 2015 (5 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

February 16, 2015 — TCC REC.'D 03/02/15

JN. II.050469.8055

- LRC
- STORM WATER COMPLIANCE PLAN (SMALL SWPPP)

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 55: LRC Phase 3 Renovation
Stormwater Compliance Plan (SWCP) Preparation ✓
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

3/12/15

Sincerely,

TCC 03/11/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

Job Name: LRC Renovation
New PO#: Y / N
PO#: TBD CO#: _____
FUND: _____
_____
_____
Notes: _____
_____

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8055
Job Description: Storm Water Compliance Plan

Project: LRC Phase 3 Renovation

Date: February 16, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8055**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

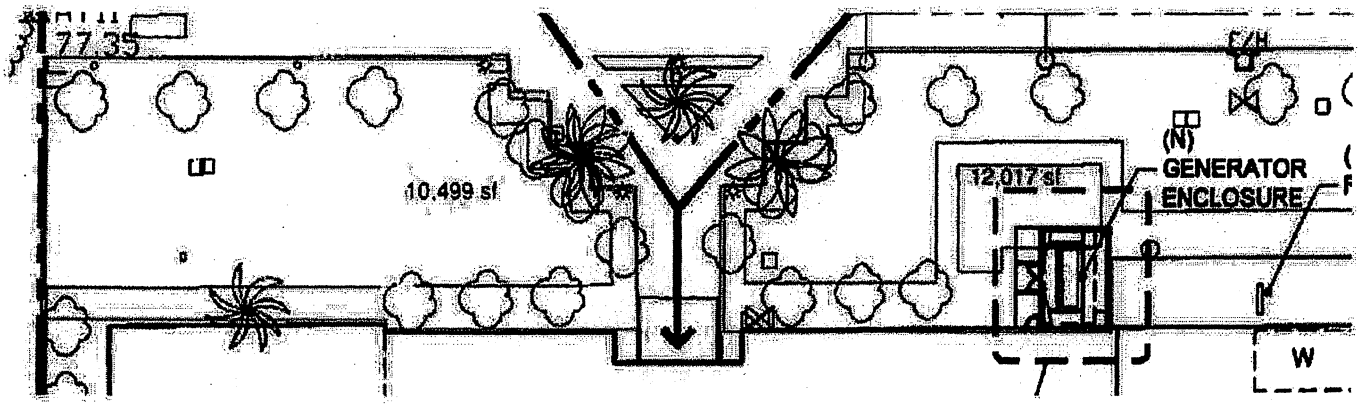
Title:

Linda Sandusky

From: Dang Le <dle@tilden-coil.com>
Sent: Monday, February 23, 2015 12:38 PM
To: Linda Sandusky; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

Linda,

About 22,516 SF.



Dang Le
Project Engineer
Tilden-Coil Constructors
Building with Integrity Since 1938
Tilden-Coil CONSTRUCTORS
Jobsite: Cerritos College
11110 Alondra Blvd
Norwalk, CA 90650
Phone: 562-860-2451 Ext 7220
Cell: 323 – 717 - 6886

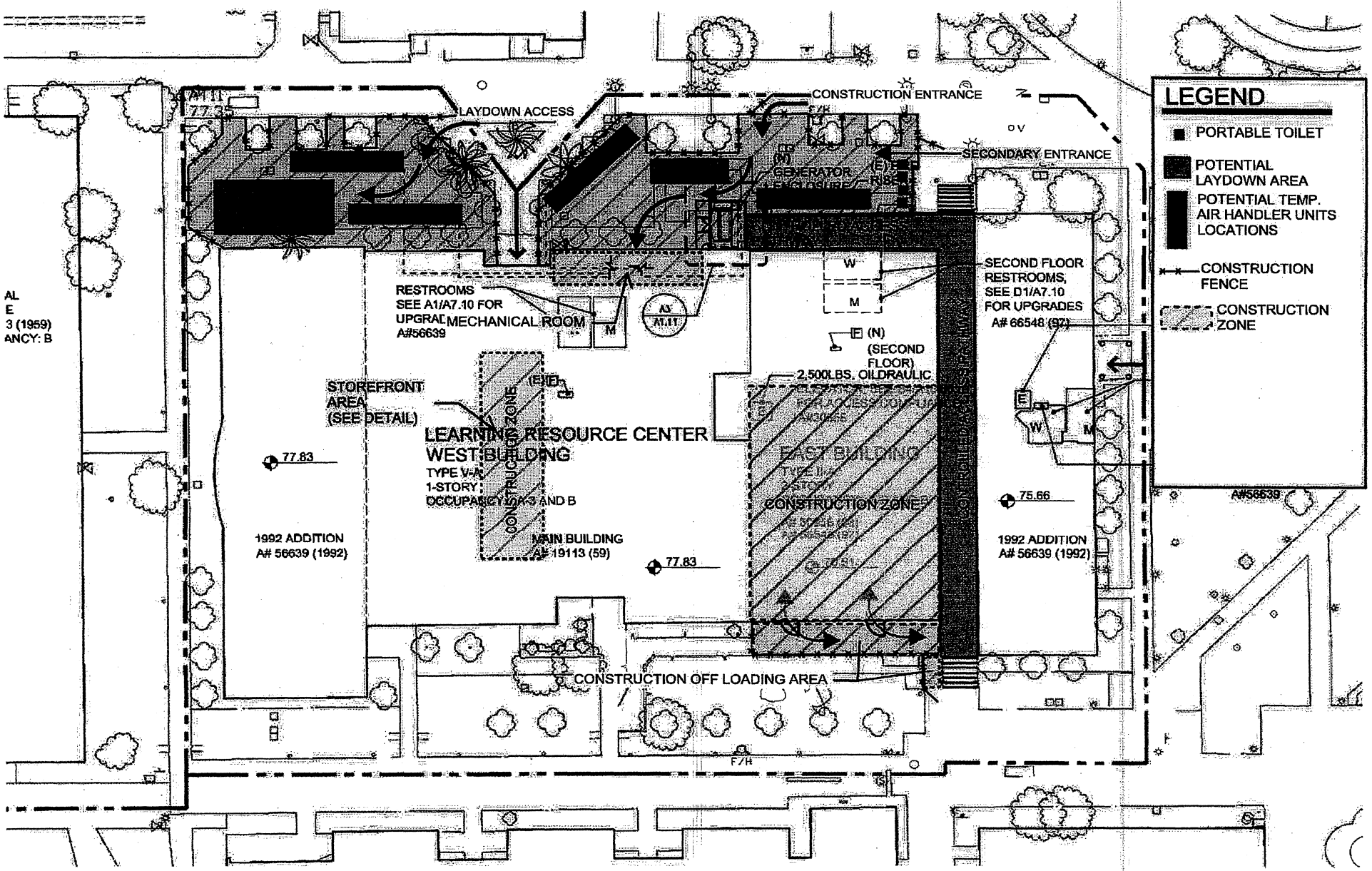
From: Linda Sandusky [mailto:LSandusky@hfinc.com]
Sent: Monday, February 23, 2015 10:54 AM
To: Dang Le; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

How much sq footage will you be disturbing on this project?

Linda Sandusky | Project Manager / Associate
Hall & Foreman | 17782 17th Street, Suite 200 | Tustin, CA 92780-1947
www.hfinc.com | d: 714.665.4549 | c: 562.895.8890 | f: 714.665.4501 | lsandusky@hfinc.com

Hall & Foreman
A Division of David Evans and Associates, Inc.

SITE LOGISTICS PLAN



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Landscape and Street Median** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Landscape and Hardscape Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Twelve Thousand Eight Hundred and 00/100 Dollars ($12,800.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, a div. of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-07

Job Name: LANDSCAPE
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7054 **Ph. 54**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Landscape & Street Median Areas

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Orange** per the Client's provided exhibit attached) depicted as "Landscape & Street Median Areas." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$12,800.00 LS**

NM (for) 10/16/14

TOTAL: $12,800.00 LS

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7054, **Phase 54 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____
Jeff Carreon — Date

EXHIBIT

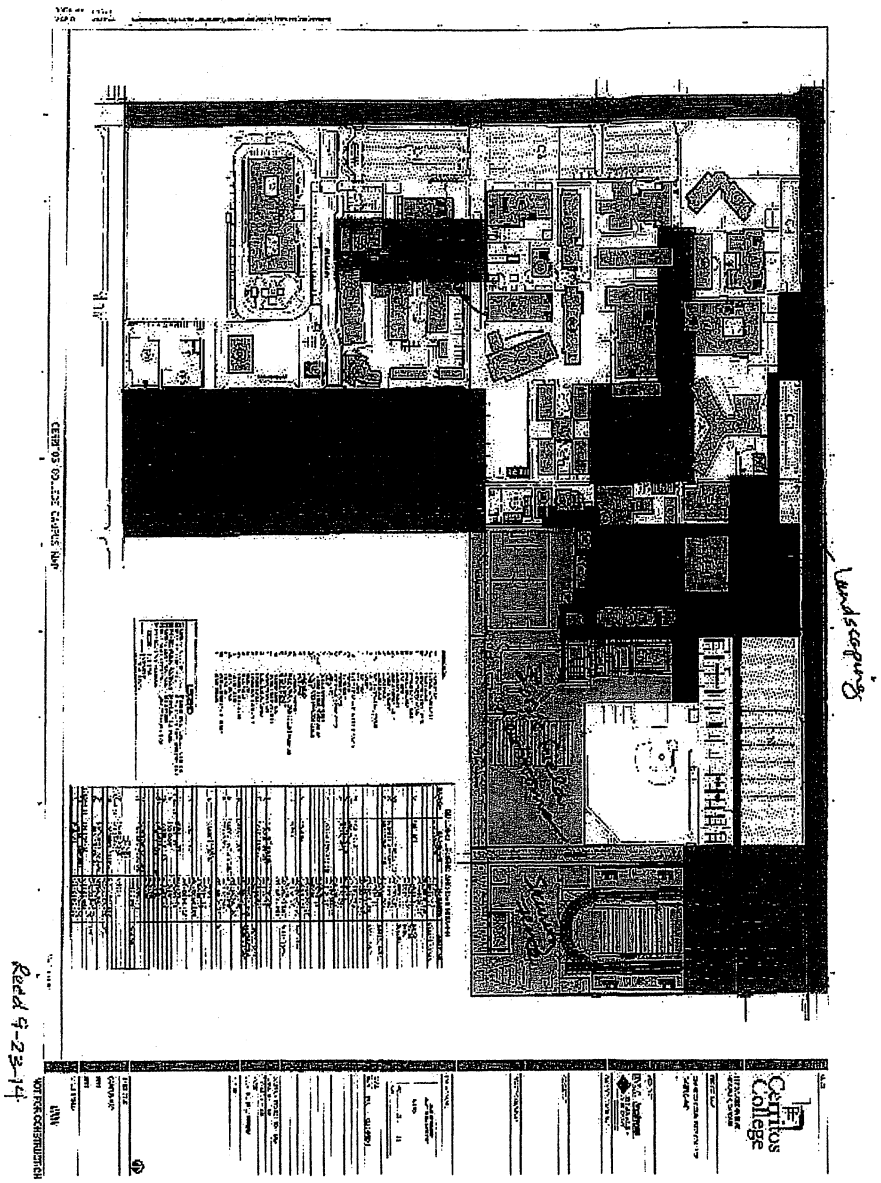


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Shade Structures** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Nine Thousand Eight Hundred and 00/100 Dollars ($9,800.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 1/13, 2015	Dated: Jan. 6, 2015
Cerritos Community College District	**Hall & Foreman, Inc** a div. of David Evans and Associates, Inc
By:	By: Lynda Sandusky
Print Name: DR. DAVID EL FATTAL	Print Name: Linda Sandusky
Print Title: VICE PRESIDENT OF BUSINESS SERVICES	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-06

Job Name: SHADE STRUCTURES
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65057
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7053 **Ph. 53**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Shade Structures Area

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Green per the Client's provided exhibit attached**) depicted as "Shade Structures." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$9,800.00 LS**

TOTAL:$9,800.00

JM (TCO)
10/16/14

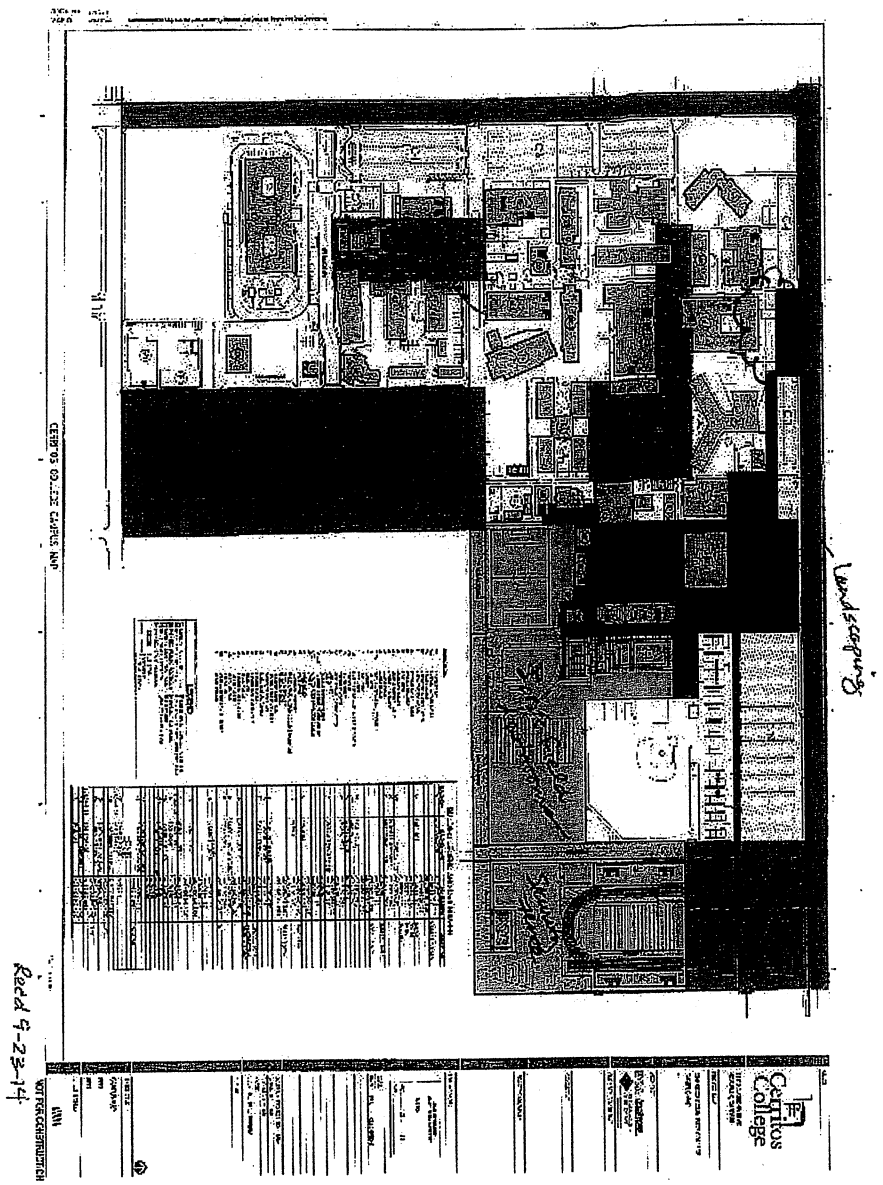


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Sports Field Restrooms

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00)** . District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FAIAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc. a div. of David Evans and associates, Inc

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

Job Name: LANDSCAPE
New PO#: Y / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7055 **Ph. 55**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Sports Field Restroom Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded Yellow per the Client's provided exhibit attached) depicted as "Sports Field Restroom Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$7,400.00 LS**

TOTAL: $7,400.00 LS

JM (TCC)
10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7055, **Phase 55 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

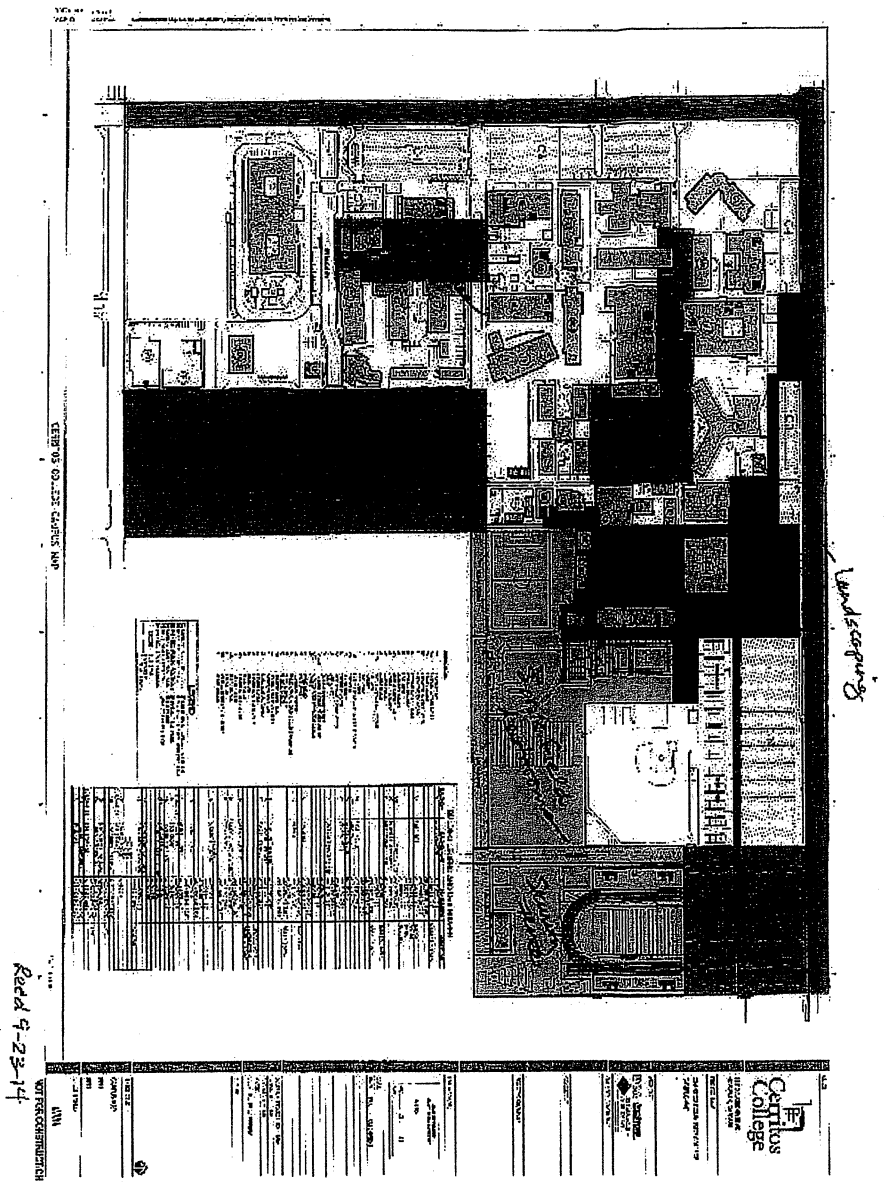


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Electrical Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Six Thousand Six Hundred and 00/100 Dollars ($6,600.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 1/13, 2015	Dated: Jan. 6, 2015
Cerritos Community College District	**Hall & Foreman, Inc.** a div. of David Evans and Associates, Inc
By:	By: Linda Sandusky
Print Name: DR. DAVID EL FATTAL	Print Name: Linda Sandusky
Print Title: VICE PRESIDENT OF BUSINESS SERVICES	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14FUW3-U4

Job Name: Electrical Upgrade
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65059
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7056 **Ph. 56**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Parking Lot Solar Panel Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Magenta** per the Client's provided exhibit attached) depicted as "Parking Lot Solar Panel Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$6,600.00 LS**

TOTAL: $6,600.00 LS

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 56_Parking Lot Solar Panel Area Survey.doc

AM (TW) 10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7056, **Phase 56 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

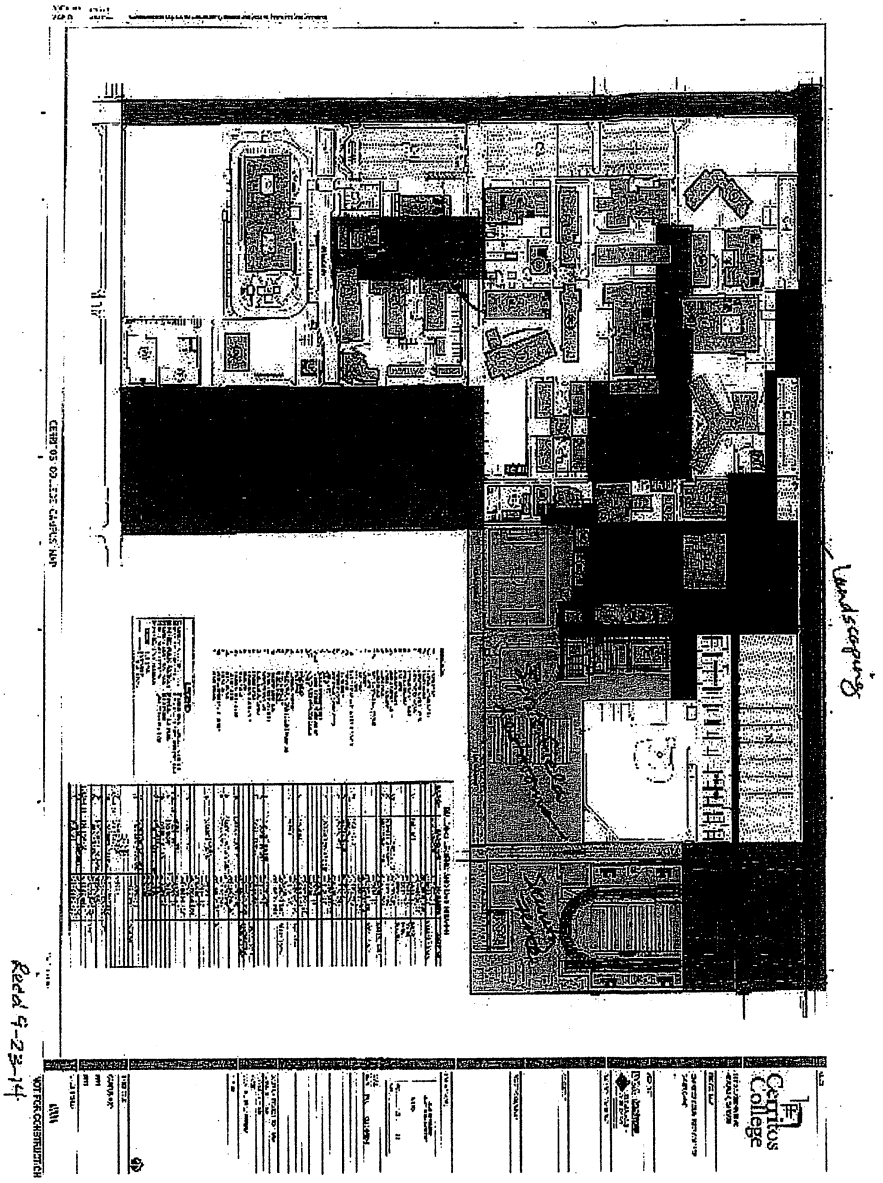


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Field House** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Four Thousand One Hundred and 00/100 Dollars ($4,100.00)**. District shall pay Consultant according to the following terms and conditions:

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

      1) Topographic Surveying and Mapping Services

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

   A. None

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

   A. None

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

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

Dated: 1/13, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc.
a div. of David Evans and Associates, Inc

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 8, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-3

Job Name: Field House
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65054
6120

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7052 **Ph. 52**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Field House Area

Attn: Jeff Carreon Date: October 8, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Blue per the Client's provided exhibit attached**) depicted as "Field House Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$4,100.00 LS**

TOTAL:$4,100.00 LS

10/16/14

EXHIBIT

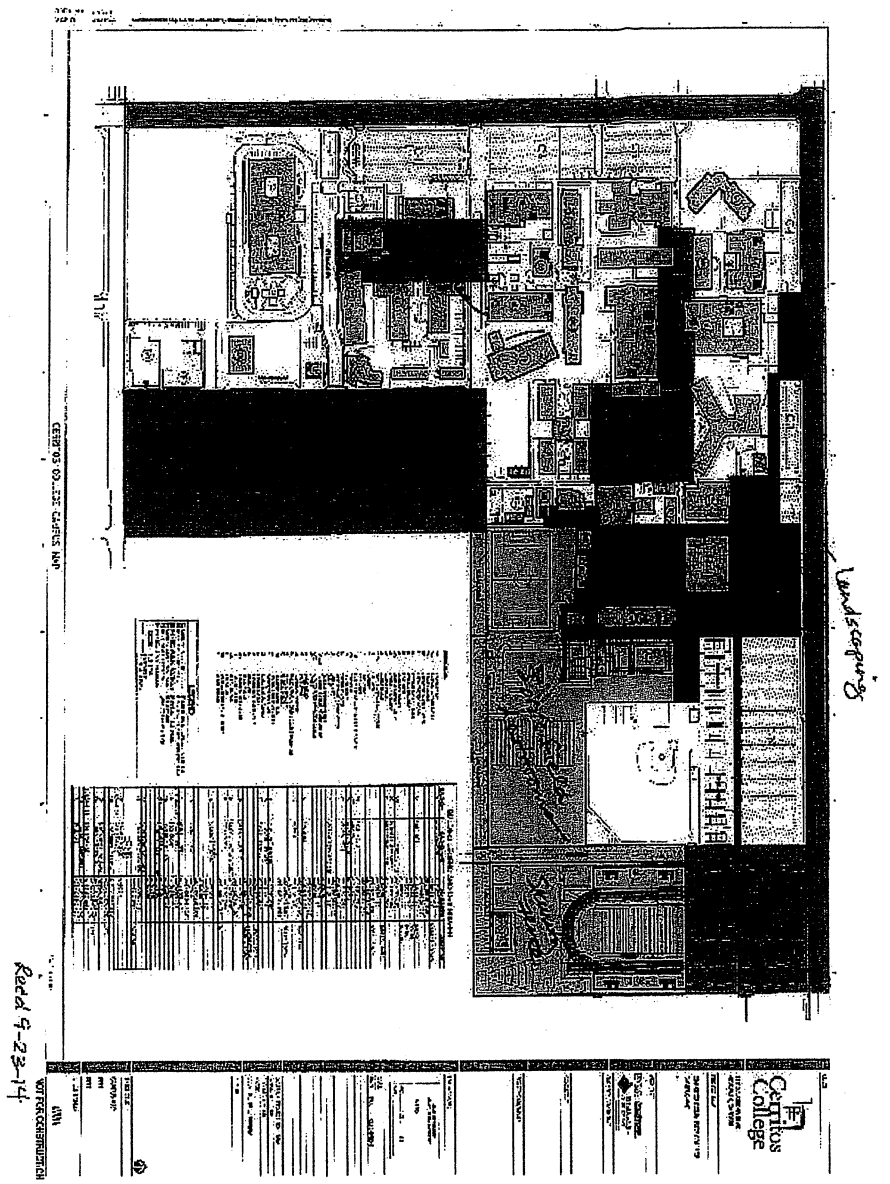


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. CIS/Math

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty Thousand, Nine-Hundred, Sixty and 00/100 Dollars ($40,960.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

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

      1) Construction Stakes

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

   A. None

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

   A. None

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

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

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan. 9, 2015

Hall & Foreman, Inc.
a div. of Dowl Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (11 pages), attached hereto and made a part of this PAA by this reference.

Job Name: CIS/MATH
New PO#: (Y)/ N
PO#: TBD CO#:
FUND: 42.0

Notes: 64045
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.

Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.

Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.

Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

10/23/14

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

c. Landscaping (trees, shrubs, swales, area drains).
d. Demolition work.
e. Perimeter walls.
f. Retaining walls.
g. Valley gutters.
h. Irrigation systems.
i. Traffic signals and signs.
j. Interior building columns and interior walls.
k. Borrow area.
l. Settlement plate readings.
m. Model site improvements.
n. Landscape improvements.
o. Recreation area improvements.
p. Trash enclosures
q. Additional stakes required by plan revisions after the date of this **Agreement.**
r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement.**
s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to Hall & Foreman, Inc. during the preparation of this **Agreement.**
t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
u. Special pavement areas.
v. "Potholing", physically digging to expose objects to be located and measures.

8. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

9. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.

10. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.

11. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

Tilden-Coil

General Inclusions:

1. This Project must be completed in a total of 754 calendar days. Contractor must manage to complete in this allocated time frame without excuse. **Contractor agrees to assign the appropriate manpower to complete Contractor's related activities.** Subcontractor shall provide manpower / crew size information for each activity to Contractor, within 5 days from execution of subcontract agreement. All clarification and approvals must be obtained prior to work start and in such time as to allow answer, procurement, and preparation without compromising the schedule activity time and scheduled start date. Late coordination and RFI's asked during work progress are not an excuse for delay. Methods for maintaining allowable durations includes but not limited to:
   a. Sufficient crew size
   b. Extended hours. Allowable outdoor work hours are Sun – Friday. All shifts to begin at 7:00am unless otherwise directed by Superintendent.
2. CONTRACTOR acknowledges and agrees multiple move-ins and/or mobilizations may be required and all such move-ins and/or mobilizations are covered within this contract without additional cost to Tilden-Coil Constructors, Inc.
3. Any work required in the crawl space, subcontractor must comply with confine spaces requirements per OSHA.

Inclusions:

4. Contractor shall furnish all equipment necessary to complete the following Scope of Work (including Phase 1A, 1B, & 2):

A. ROUGH GRADE STAKING

1. Swales.
2. Ridge lines.
3. Establish temporary bench control.
4. Site at 50 ft. grid, grade breaks, angle points, B.C.'s and E.C.'s.
5. Building pad corners (establish pad finish and/or subgrade elevations).
6. Post rough grade survey.
   a. Establish and record 25 topo points for contour confirmation.
   b. Establish and record 100 topo points around and in between buildings and paving and hardscape areas to establish existing grades prior to start of site and building improvements.

B. FOUNDATION CONSTRUCTION

1. Establish horizontal and vertical control.
2. Establish horizontal control for proposed drilled piers.
3. Building pad certification and As-builts for District.
4. Layout of building, including canopy structures, bridge, and film building - perimeter and major grid lines for line only, and all radius points.
5. Layout of all depressions for floor finishes.
6. Layout of recessed / embedded track items scheduled to be installed within interior of building.
7. Bench marks at building (for vertical control). Two (2) each per building at opposite corners, as directed by the Construction Manager.
8. Major Grid Lines at 1st Floor, 2nd floor, and roof, as is applicable.
9. Survey of embedded items for pre, as well as post concrete placement (includes as-built verifying horizontal and vertical control).

C. STRUCTURAL STEEL

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

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

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

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

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

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

   A. Fine Arts

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall

be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand, Four-Hundred, Forty and 00/100 Dollars ($41,440.00**), billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

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

      1) Construction Stakes

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

   A. None

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

   A. None

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

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

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan 9, 2015

Hall & Foreman, Inc.
a div. of David Evans + associates inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195
Employer Identification and/or
Social Security Number

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

Cerritos College

EXHIBIT "A"

DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (10 pages), attached hereto and made a part of this PAA by this reference.

Job Name: Fine ARts
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65040
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

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

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

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

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

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

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

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

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

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

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

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

12. Termination.

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

12.2. Not Used.

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

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

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

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

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

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

14. Insurance.

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

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

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

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

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color,

ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

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

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

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

If to District:

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

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

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

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

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

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

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

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

[SIGNATURES ON NEXT PAGE]

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

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

47-1237118
Employer Identification and/or
Social Security Number

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

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

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

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 2015.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 2015.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Project Assignment Agreement No. 22 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Existing Storm Drain Line Connection – Infrastructure Utilities**

ACTION

It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 22 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for Existing Storm Drain Line Connection – Infrastructure Utilities.

FISCAL IMPACT

The total contract sum shall be for the amount not-to-exceed $30,700; this amount will be funded from the GO Bond. Hall & Foreman, a division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

REPORT SUMMARY

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

PROJECT ASSIGNMENT AGREEMENT NO. 22 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR EXISTING STORM DRAIN LINE CONNECTION – INFRASTRUCTURE UTILITIES
HALL & FOREMAN, A DIVISION OF DAVID EVANS & ASSOCIATES, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement for Engineering Services ("Master Agreement") with Hall & Foreman, a Division of David Evans & Associates, Inc. for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work,

project cost estimates, fee to engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 22 arises out of Cerritos College's desire to obtain the necessary engineering services for the Existing Storm Drain Line Connection – Infrastructure Utilities project funded by GO Bond allocations. Hall & Foreman, a Division of David Evans & Associates, Inc.'s services includes, but is not limited to, topo survey, review and research documents prepared for the original 2007 campus utility infrastructure, provide final storm drain/drainage improvement plan, and prepare final hydrology/hydraulic study.

Period: The time period will be from September 1, 2016 through April 31, 2017.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 22 to Contract No. 14P005 – Hall & Foreman
Draft of Project Assignment Agreement No. 21 to Contract No. 14P005 – Hall & Foreman
Draft of Project Assignment Agreement No. 20 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 19 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 18 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 17 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 16 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 15 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 14 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 13 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 12 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 11 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 10 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 9 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 8 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 7 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 6 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 5 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 4 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 3 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 2 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 1 to Contract No. 14P005 – Hall & Foreman
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, a Division of David Evans & Associates, Inc.

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 22
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Existing Storm Drain Line Connection – Infrastructure Utilities** as set forth in the Master Agreement and as further described herein.

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

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

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

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

   A. Existing Storm Drain Line Connection – Infrastructure Utilities

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

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2016**, and will diligently perform as required and complete performance by **April 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

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

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

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Thirty Thousand Seven Hundred and 00/100 Dollars ($30,700.00**). District shall pay Consultant according to the following terms and conditions:

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

      1) Existing Storm Drain Line Connection – Infrastructure Utilities

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

   A. None

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

   A. None

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

DRAFT

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

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

DRAFT

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

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

93-0661195 :
Employer Identification and/or
Social Security Number

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

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 19, 2016, regarding Existing Storm Drain Line Connection – Infrastructure Utilities Project (1 page), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
    a. Task 1 – Provide topo survey for the area depicted for design purpose only.
    b. Task 2 – Review and research documents prepared for the original 2007 campus utility infrastructure.
    c. Task 3 – Provide final Storm Drain/Drainage Improvement Plan to complete existing storm drain system on the west side of campus.
    d. Task 4 – Prepare final Hydrology/Hydraulic study.
    e. Task 5 – Provide Public Agency Coordination and meet with College staff as required.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Cost of Professional Services

a.	Task 1	$ 2,800.00
b.	Task 2	$ 1,500.00
c.	Task 3	$14,000.00
d.	Task 4	$ 8,800.00
e.	Task 5	$ 3,600.00
		$30,700.00

5. Schedule
    a. September 2016 – April 2017

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 21
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Surveying – Shade Structures** as set forth in the Master Agreement and as further described herein.

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

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

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

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016**, and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand Eight Hundred and 00/100 Dollars ($41,800.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Surveying

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Construction Surveying Proposed Shade Structures Project (10 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Scope of Services
    a. Task 1 – Provide construction surveying services – Falcon Square
    b. Task 2 – Provide construction surveying services – Aquatic Center
    c. Task 3 – Provide construction surveying services – Alondra Drop-Off
    d. Task 4 – Provide construction surveying services – South Garden
    e. Task 5 – Provide construction surveying services – North Walk

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services

a.	Task 1	$ 8,300.00
b.	Task 2	$ 5,100.00
c.	Task 3	$ 7,800.00
d.	Task 4	$11,400.00
e.	Task 5	$ 9,200.00
		$41,800.00

7. Schedule
    a. October 2016 – December 2017

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 20
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **29th** day of **August**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Survey Stadium Field – Stadium Turf Replacement** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Stadium Turf Replacement

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 2016**, and will diligently perform as required and complete performance by **December 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand and 00/100 Dollars ($4,000.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Survey Stadium Field

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Linda Sandusky
Print Title: Acting VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 31, 2016, regarding Survey Stadium Field Proposed Stadium Turf Replacement Project (2 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide survey of the Stadium Field (artificial turf area inside the track)

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $4,000.00

8. Schedule
    a. June 2016 – December 2016

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 19
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Administration Building ADA Ramps** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Administration Building ADA Ramps

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 25, 2016**, and will diligently perform as required and complete performance by **April 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Nine Hundred and 00/100 Dollars ($3,900.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Topo Survey

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Jan. 18, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's entire Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 29, 2015, regarding Topo Survey Proposed Admin Building ADA Ramps Project (5 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
    a. Provide Topo Survey of the ramp on the south side of Admin Building and the ramp/stairs on the east side of the building per included sketch dated 12/22/2015.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
    a. $3,900.00

8. Schedule
    a. January 25, 2016 – April 30, 2016

ATTACHMENT "1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 61**
Job Description: Topo Survey
Admin. Bldg ADA Ramps

Contract No: 14P005 – PAA#_____

Attn: Steve Worley

Date: December 29, 2015

This **Agreement** is based the email received from Robert Gonzalez dated December 22, 2015 to provide a survey at the Admin Building ADA Ramps per the attached area exhibit. Survey of the ramp on the south side of the building and the ramp/stairs on the east side of the building per the provided exhibit.

Client agrees to compensate HFI for the above services in the amount of: **$3,900.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 61 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

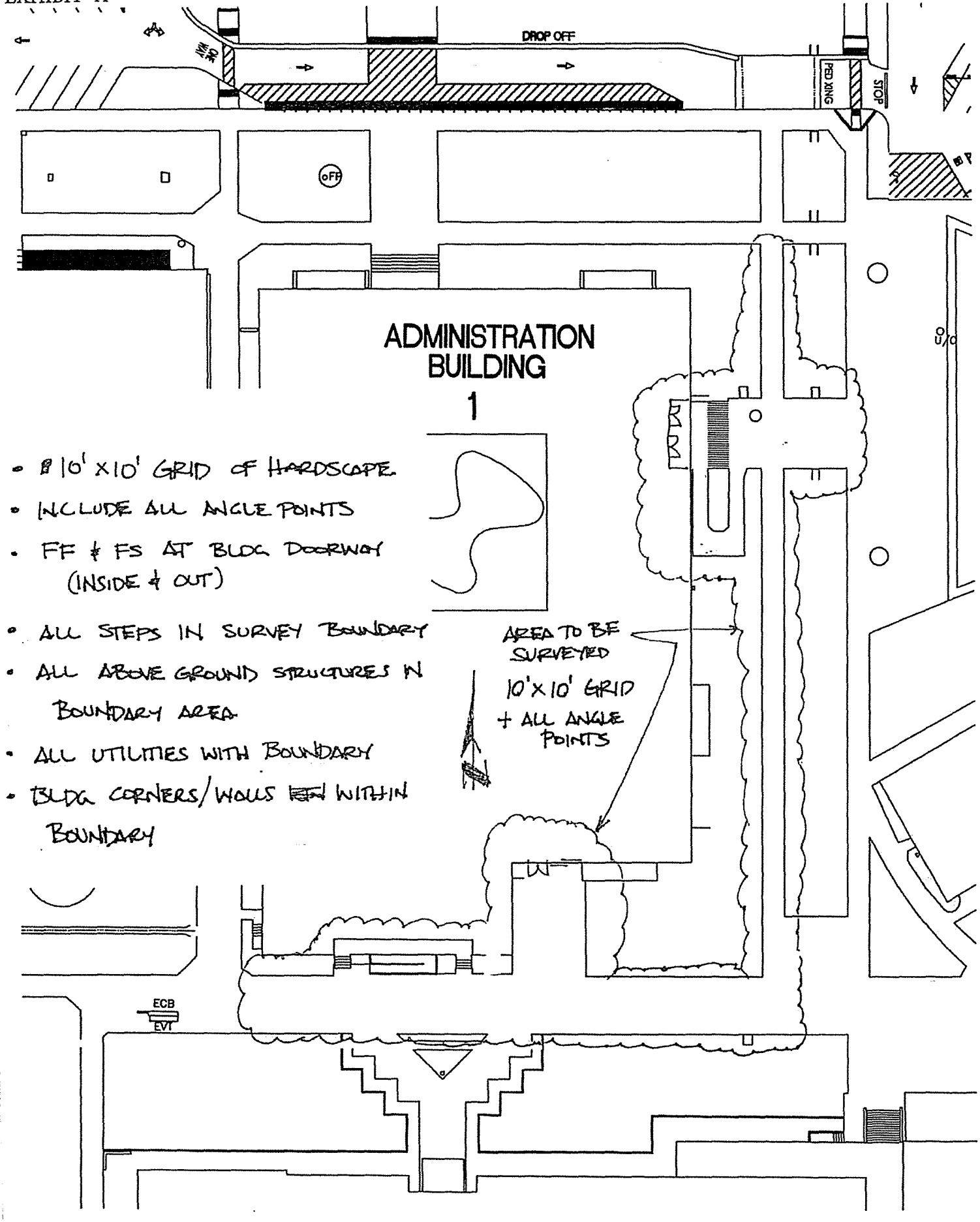
CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

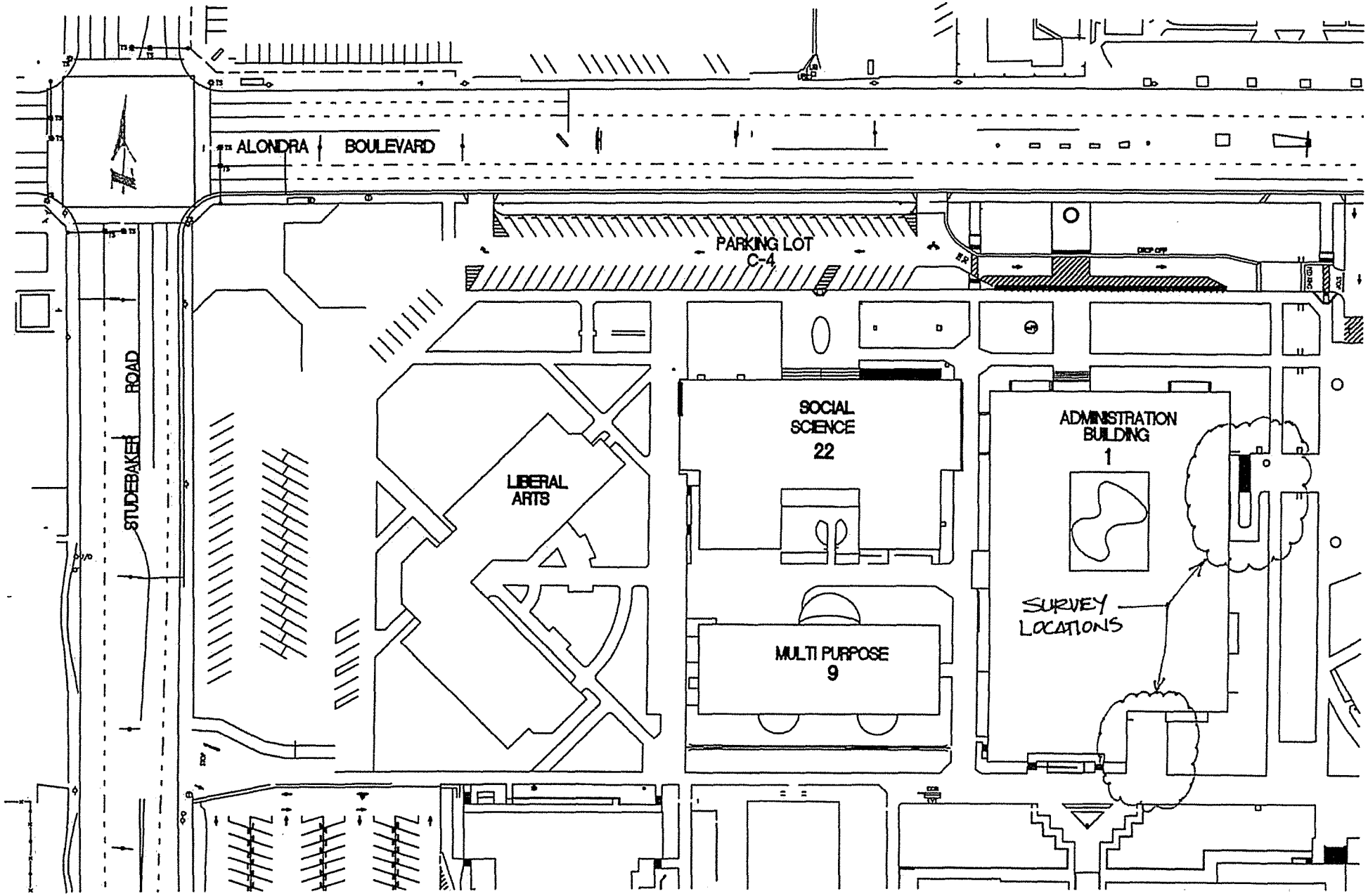
1/7/2016

EXHIBIT 'A'

EXHIBIT "A"


DROP OFF
PED XING
STOP
OFF
ADMINISTRATION BUILDING
1
• @ 10' X 10' GRID OF HARDSCAPE
• INCLUDE ALL ANGLE POINTS
• FF & FS AT BLDG DOORWAY (INSIDE & OUT)
• ALL STEPS IN SURVEY BOUNDARY
• ALL ABOVE GROUND STRUCTURES IN BOUNDARY AREA
• ALL UTILITIES WITH BOUNDARY
• BLDG CORNERS/WALLS WITHIN BOUNDARY
AREA TO BE SURVEYED
10'X10' GRID + ALL ANGLE POINTS
ECB
EVT

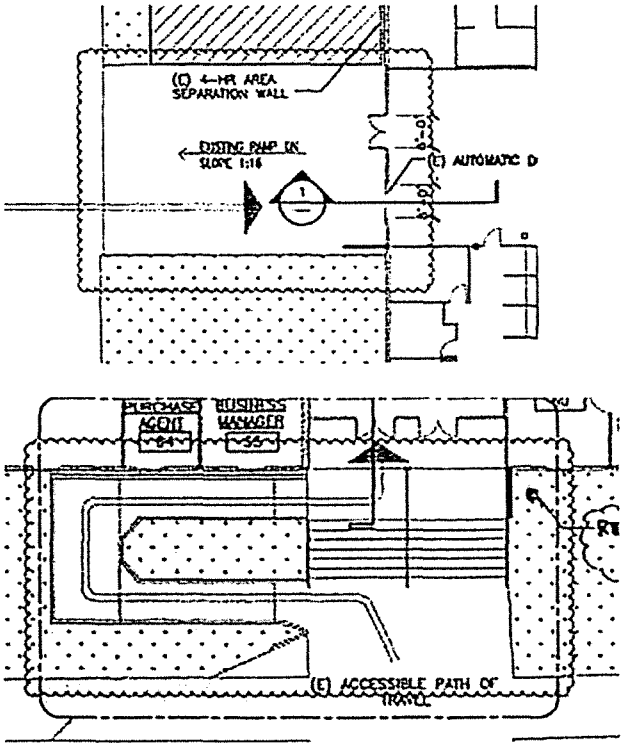
12/22/15 1/2


ALONDRA BOULEVARD
PARKING LOT
C-4
STUDEBAKER ROAD
LIBERAL ARTS
SOCIAL SCIENCE
22
ADMINISTRATION BUILDING
1
MULTI PURPOSE
9
SURVEY LOCATIONS

Linda Sandusky

From: Robert Gonzalez <rgonzalez@tilden-coil.com>
Sent: Tuesday, December 22, 2015 11:07 AM
To: Linda Sandusky
Cc: Luis Bautista
Subject: Cerritos RFP: Survey of Admin Bldg ADA Ramps
Attachments: AA-1.2.PDF

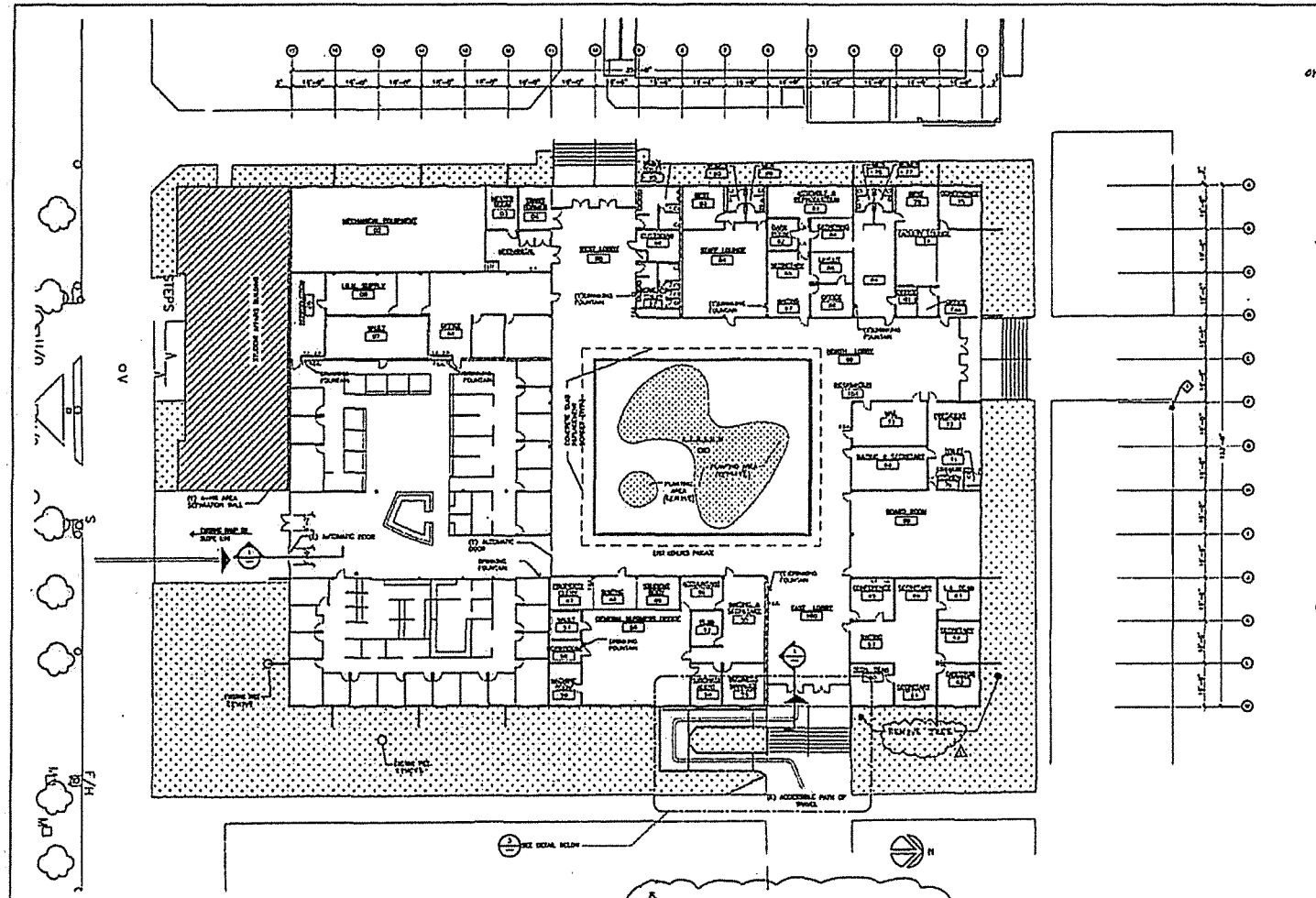
Linda,
Hope all is well with you.
Can you submit a proposal for providing survey at the Admin Building ADA Ramps? See the attachment and the areas below. We need survey of the ramp on the south side of the building and of the ramp/stairs on the east side of the building.



Thanks,

Robert Gonzalez
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 562-860-2451 Ext. 7203
F: 562-653-7868

Tilden-Coil CONSTRUCTORS

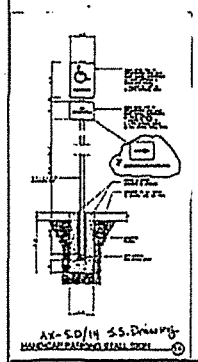


HANDICAP ACCESS PLAN- ADMINISTRATION BUILDING

SCALE 1/16" = 1'-0" | 4

GENERAL NOTES

1. SEE LANDSCAPE DRAWING FOR LANDSCAPING REGULATIONS. WHERE NOT SPECIFICALLY INDICATED, REPLACE EXISTING LANDSCAPE MATERIALS TO MATCH EXISTING.
2. [illegible]



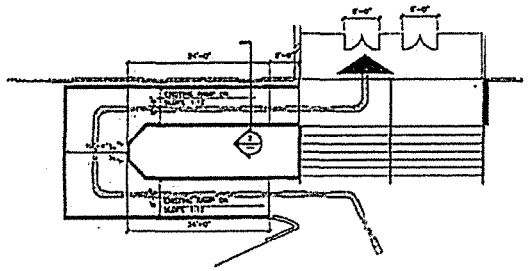
NUMBERED NOTES

1. ACCESSIBLE ENTRY SIGNAGE

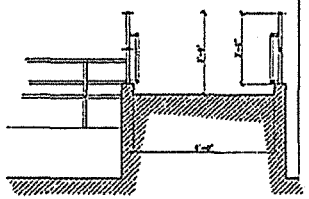
LEGEND

EXISTING PLANTER

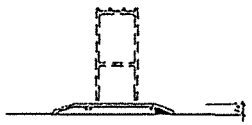
HANDICAP TRAVEL PATH



EXISTING HANDICAP RAMP PLAN | SCALE 1/4" = 1'-0" | 3



RAMP SECTION | SCALE 1" = 1'-0" | 2



EXISTING THRESHOLDS AT THE HANDICAP ACCESS | N.T.S. | 1

AS-BUILT DRAWING

BY [illegible] DATE 2/5/04

REVISIONS

1 ADD CLARIFICATIONS 09.03.03

TDM ARCHITECTS, INC.
830 Olympic Boulevard
Suite 200
Santa Monica, California 90401
Tel 310.264.0033 Fax 310.264.0011

ADMINISTRATION- HANDICAP ACCESS PLAN
CERRITOS COMMUNITY COLLEGE DISTRICT, NORWALK, CALIFORNIA
SEISMIC UPGRADE PROJECT, CERRITOS COLLEGE
ADMINISTRATION, SOCIAL SCIENCES & LIBERAL ARTS BUILDINGS
11110 EAST ALONDRA BLVD.
NORWALK, CALIFORNIA 90650

DRAWN
CHECKED
DATE 03-12-02
JOB NO. 2010003.00
SHEET NO. AA-1.2
OF SHEETS

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 18
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **December, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topo Survey – Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Social Science Elevator

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables.** Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term.** Consultant shall commence providing Services under this PAA on **February 1, 2016**, and will diligently perform as required and complete performance by **July 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents.** The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Thousand Two Hundred and 00/100 Dollars ($5,200.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   1) Topo Survey

7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment.** The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Feb. 18, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Feb 10, 2016

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans and Associates, Inc. to Steve Worley, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 20, 2015, regarding Topo Survey Proposed Social Science Elevator Project (3 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Project Specific Reporting Requirements
   a. Provide Topo Survey for the Social Science Building including ramps and stair lands (3 floors) per included sketch.

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by law for all field labor/work.

5. Includes providing CAD and PDF files of the survey for District use.

6. Includes workers' compensation insurance as required by law.

7. Cost of Professional Services
   a. $ 5,200.00

8. Schedule
   a. February 1, 2016 – July 30, 2016

"ATTACHMENT 1"

Hall & Foreman
A Division of David Evans and Associates, Inc. *is now* DAVID EVANS AND ASSOCIATES

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 60**
Job Description: Topo Survey
Modular Elevator outside the SS bldg.
POT to nearest parking lot
Contract No: 14P005 – PAA#_____

Attn: Steve Worley Date: November 20, 2015

This **Agreement** is based on the design of a modular elevator outside the Social Science Building with POT to nearest Parking Lot per email from Robert Gonzales on 11/19/15 with sketch. (See Exhibit 'A' attached). HFI will perform survey for SS bldg., including ramps, stair lands (3 floors) per sketch provided.

Client agrees to compensate HFI for the above services in the amount of: **$5,200.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7001, **Phase 60 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** *a division of David Evans and Associates, Inc.*

11/24/15

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley Date

Exhibit 'A'

Cerritos College

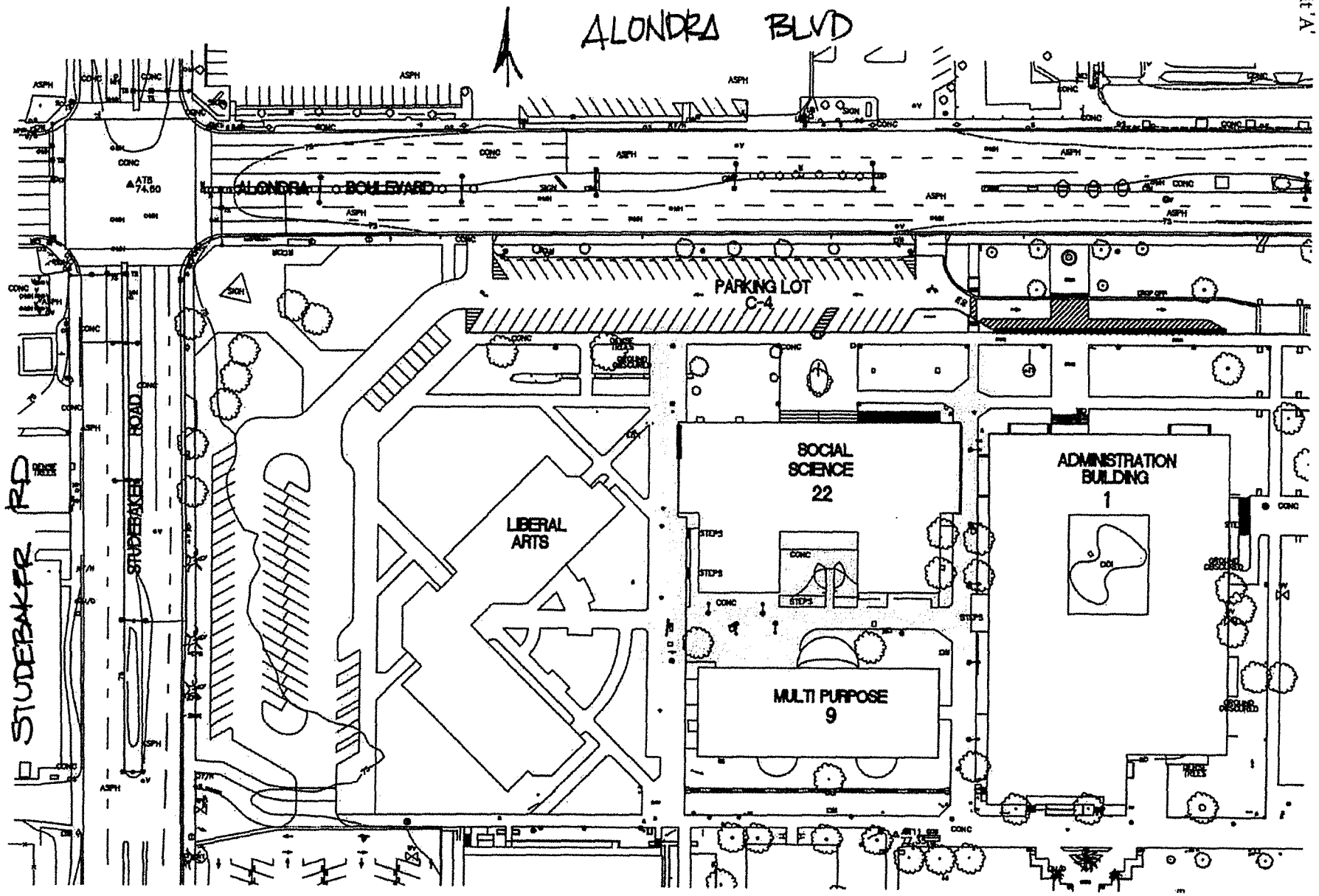
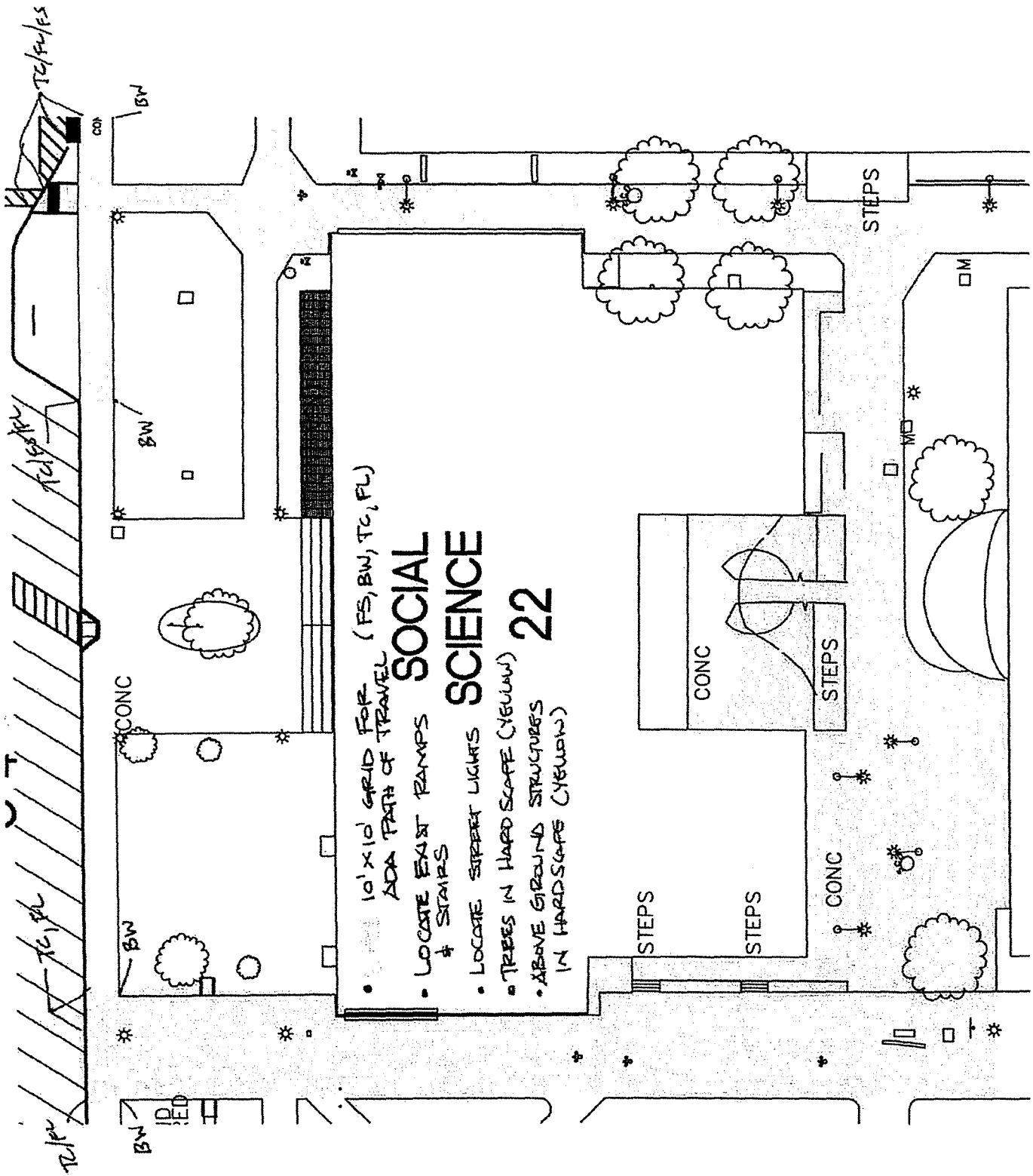


Exhibit 'A'


SOCIAL SCIENCE
22
• 10'x10' GRID FOR ADA PATH OF TRAVEL (FS, BW, TC, FL)
• LOCATE EXIST RAMPS & STAIRS
• LOCATE STREET LIGHTS
• TREES IN HARDSCAPE (YELLOW)
• ABOVE GROUND STRUCTURES IN HARDSCAPE (YELLOW)
CONC
STEPS
STEPS
STEPS
CONC
CONC
STEPS
BW
TC/FL
TC/FL/FS

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 12/4, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Nov 9, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8059**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 59: Shade Shelters Project
Per Plans for Aquatic Center, Falcon Square, Northwalk & Alondra Drop Off
received 10-12-15 prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000**. ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

TCC
10/28/15

10/29/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8059
Job Description: Storm Water Compliance Plan

Project: Shade Shelters

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8059**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 16
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 30, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100 Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 12/4, 2015	Dated: Nov 9, 2015
Cerritos Community College District	**Hall & Foreman, a Division of David Evans & Associates, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: VP of Business Services	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 23, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

October 23, 2015 **JN. II.050469.8058**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 58: Wayfinding Project
Per Wayfinding/Signage Plans received 10-12-15 Prepared by Quatro Design
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

10/28/15

10/29/15

Linda Sandusky
Project Manager/Associate

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8058
Job Description: Storm Water Compliance Plan

Project: Wayfinding/Signage Plan

Date: October 23, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8058**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 15
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **26th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Stormwater Compliance Plan – Campus Landscape: Alondra & Studebaker** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Landscape: Alondra & Studebaker

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 29, 2015**, and will diligently perform as required and complete performance by **March 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand and 00/100** Dollars **($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Stormwater Compliance Plan

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/2, 20 15

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 20 15

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 15, 2015 (3 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman

A Division of David Evans and Associates, Inc.

October 15, 2015 **JN. II.050469.8057**

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 57: Landscape Project (Alondra & Studebaker) Per Landscape Architectural Plans and schedule & Phasing plan in Addendum No. 02 received 10-12-15
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #___

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.**

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman (H+F) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

10/16/15

10/16/15

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8057
Job Description: Storm Water Compliance Plan

Project: Landscape Project

Date: October 15, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities . The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

PR 10.16.15

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8057**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

Title:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 14
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **October**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a Division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Survey and Mapping Services – Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Five Thousand and 00/100 Dollars ($25,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 11/2, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP of Business Services

Dated: Oct 23, 2015

Hall & Foreman, a Division of David Evans & Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Job Name: PAC
New PO#: Y / N
PO#: _____ CO#: _____
FUND: _____
Notes: _____

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

PERF. ARTS CENTER

SURVEY EXISTING SITE CONDITIONS

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: VV.050469-7000 **Ph. 59**
Job Description: Design Survey
Contract No: 14P005 PAA#____
Project: New Performing Arts Topo

Attn: Steve Worley

Date: October 6, 2015

HFI will provide the following services per Steve Worley's email dated September 24, 2015:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area depicted as "Proposed New Performing Arts Center (PAC)" (per the **TCC's** provided exhibit and scope of services in email dated 09.24.15 attached). The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

2. Provide a separate plan showing any underground utilities H+F is aware of as a result of their tenure on the campus.

The project deliverable will be two (2) sets of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$20,000.00 LS**
ADD'L LIMITS 5,000.-
TOTAL FEE: ~~$20,000.00~~ LS
$25,000.-

TCC 10/08/15

10/8/15

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7000, **Phase 59 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN,** a division of David Evans and Associates, Inc.

By:_____ October 6, 2015

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: TC on behalf of **CERRITOS COLLEGE**

By:_____ _____

Steve Worley — Date

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 13

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **4th** day of **September**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Survey Services – Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health and Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10/23, 2015	Dated: Oct 8, 2015
Cerritos Community College District	**Hall & Foreman, a division of David Evans and Associates, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Linda Sandusky
Print Title: Vice President of Business Svcs.	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 27, 2015 (1 page, with noted changes), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7048 **Ph. 48**
Job Description: Design Survey
~~**Contract No: C05-1018B/PO#53022**~~
Project: Health Wellness Center Topo
Additional survey –
Grease Inceptor/Culinary Arts

Attn: Jeff Carreon

Date: July 27, 2015

Additional Services ~~to PO#53022~~:
HFI provided the following additional services per the direction of Jeff Carreon email dated 6-25-15:

1. Provide Topographic surveying on the location of the grease inceptor due to its proximity to the proposed Health and Wellness Center. The interceptor was not installed when the previous site survey was conducted for the Wellness Center. Scope also includes engineering research on its location, coordination with survey and Tilden Coil. This scope of work does not include Ground Penetrating Radar (GPR).

Project deliverable: cadd file for engineering design purpose only

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

TOTAL: $2,400.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7048, **Phase 48** ~~**and PO # 53022 by Cerritos College.**~~

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By: Linda Sandusky
Project Manager/Associate

July 27, 2015
Date

AUTHORIZATION:

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **August, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Field Survey Services – Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 15, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fixed fee amount not to exceed **Two Thousand Four Hundred and 00/100 Dollars ($2,400.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 10/23, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: Oct 8, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 20, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 Ext 7211

Project Code: II.050469-7001 **Ph. 57**
Job Description: Surveying Field House Path of Travel front of Tennis Courts
Contract No: 14P005 – PAA#_____

Attn: Jared Tannen

Date: April 20, 2015

This **Agreement** is based on the design of the Field House Path of Travel design (See Exhibit 'A' below). HFI will perform survey of the northerly curb and sidewalk adjacent to the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east on Cerritos College campus. HFI will provide the following services:

1. **Field Survey** existing grade elevations for top of curb (TC), finished surface at curb (FS) and back of sidewalk (BW) along the northerly side of the Tennis Courts between the Kincaid Field entrance to the west and Gridley Road to the east for verification of ADA Accessibility from the Kincaid Field entrance to the future Field House building north of Falcon Field.

   Upon further review of existing topo survey data it was determined that data was insufficient to properly determine ADA compliance.

Client agrees to compensate HFI for the above services in the amount of: **$2,400.00 LS**

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7057, **Phase 57 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

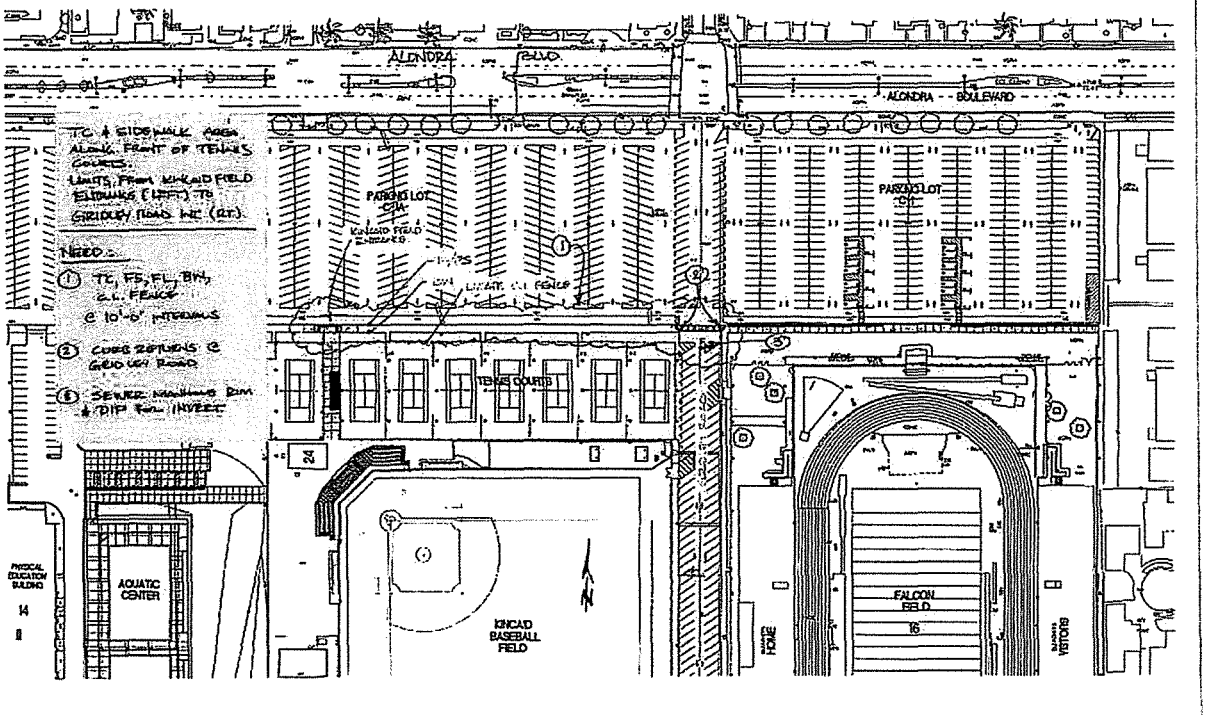
By:_____ _____
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ _____
Steve Worley — Date

EXHIBIT 'A'


ALONDRA BLVD.
ALONDRA BOULEVARD
PARKING LOT
PARKING LOT
TENNIS COURTS
AQUATIC CENTER
KNICAID BASEBALL FIELD
FALCON FIELD
HOME
VISITORS
PHYSICAL EDUCATION BUILDING

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **May**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Surveying Services – Bond Implementation** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifteen Thousand Nine Hundred** Dollars **($15,900.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Surveying Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (1 page), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562-860-2451 Ext. 7211

Project Code: II.050469-7001 **Ph. 58**
Job Description: Aerial Topo Map of campus, Current Site Map of Bldgs to be updated, and Site Map exhibit with campus control
Contract No: 14P005 – PAA#_____

Attn: Jeff Carreon

Date: April 27, 2015

This **Agreement** is based on email and conversations with Jeff Carreon. H+F will perform the following surveying services:

1. Provide surveying services to produce an updated color Aerial Ortho-Photo (presentation quality) of Cerritos College campus. $13,500.00
2. ~~Provide surveying and engineering services to produce updated Aerial Topo for campus site plan and future project backgrounds per LACCD Standards at a mapping scale of 1"=40 and 1' contour intervals. $2,600.00~~
3. Provide surveying and engineering services to produce exhibit of the campus site with Campus control/TBM locations shown. $2,400.00

Client agrees to compensate HFI for the above services in the amount of: ~~**$18,500.00 LS**~~ $15,900.00

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7058, **Phase 58 and PAA # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE – c/o Tilden-Coil**

By:_____ 5/8/2015
Steve Worley Date

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 58_Color Aerial Topo Map.doc

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **May, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Preparation – Campus Wide Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wide Electrical Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 26, 2015**, and will diligently perform as required and complete performance by **July 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Four Thousand** Dollars **($4,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Storm Water Compliance Plan Preparation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/15, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: Vice President of Business Svcs.

Dated: July 7, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated April 27, 2015 (4 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

April 27, 2015

JN. II.050469.8056

Job Name: CAMPUS ELECTRICAL
New PO#: (Y) / N
PO#: PAA CO#: _____
FUND: 42.1

Notes: L-50054
6170

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 56: Infrastructure Phase 4 Project
Stormwater Compliance Plan (SWCP) Preparation
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

AM (TC) 5/6/15

Upon your favorable consideration, please initiate a purchase order in the amount of **$4,000**.

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

Sincerely,

5/7/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8056

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8056
Job Description: Storm Water Compliance Plan

Project: Infrastructure Phase 4

Date: April 27,, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Consultant shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project (various locations) and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$4,000**
TOTAL	**$4,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8056**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____
Linda Sandusky Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

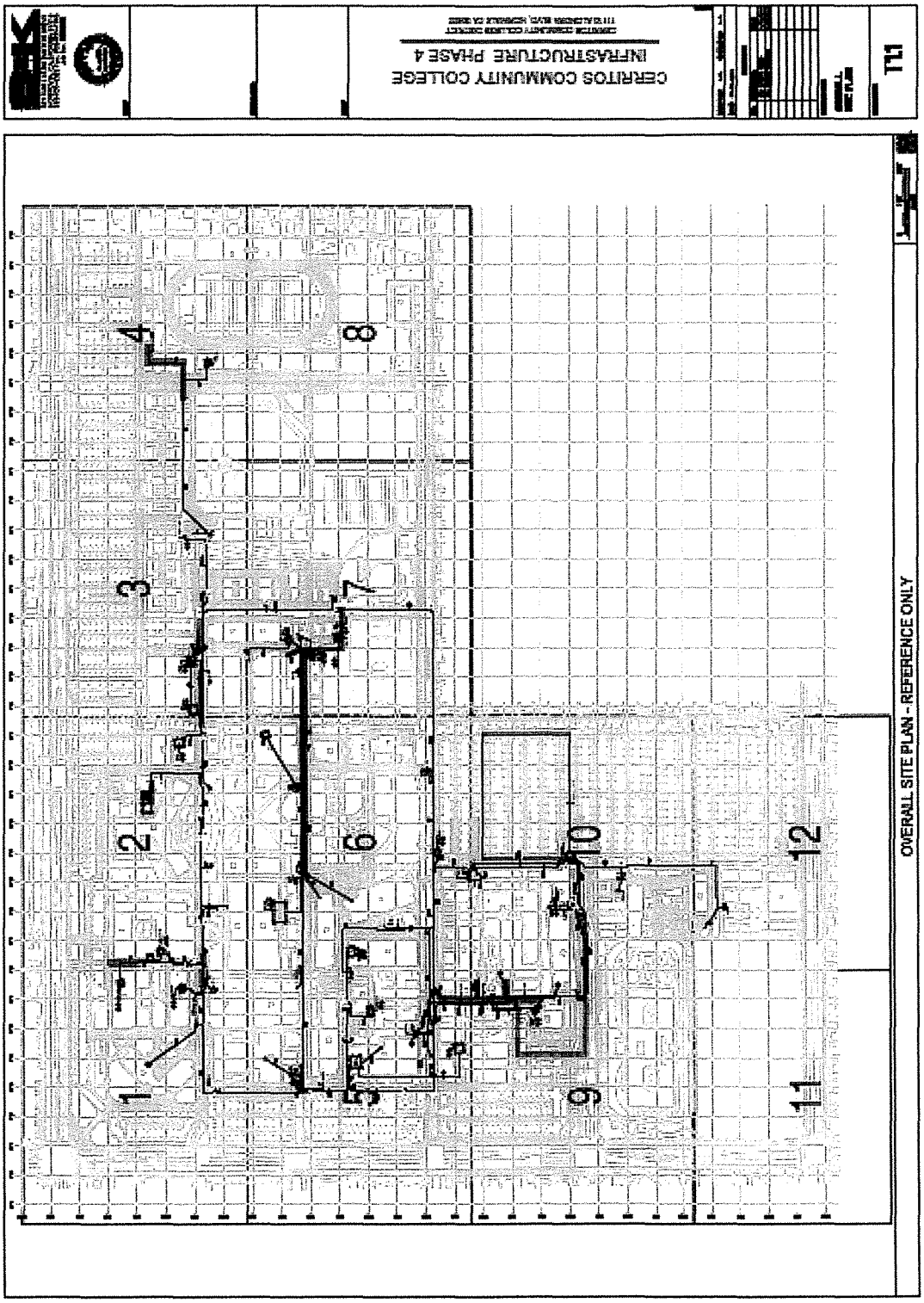
CLIENT: **CERRITOS COLLEGE**

By:_____ 5/7/15
Name: Date

_____
Title:

Site Plan Diagram.

RED areas (south loop, north of Fine Arts, South of the Gym, and future Field House) represents the approximately locations of the necessary trenching for this Infrastructure Phase 4 project. GREEN (north of Weight Room Training Bldg and around Student Health Bldg) areas are possible additional areas to be trenched.



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **6th** day of **April, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Information to Verify Ponding Limits – Child Development Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Child Development Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 16, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Five Hundred Thirty-Five** Dollars **($535.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Information to Verify Ponding Limits

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 5/20, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
~~47-1237118~~ :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, A DIVISION OF DAVID EVANS AND ASSOCIATES, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **30TH** day of **March**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, a division of David Evans and Associates, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Storm Water Compliance Plan Services** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Learning Resource Center Phase 3 Renovation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 30, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Three Thousand Dollars ($3,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Storm Water Compliance Plan Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 5/20, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUS. SVCS.

Dated: May 15, 2015

Hall & Foreman, a division of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated February 16, 2015 (5 pages), attached hereto and made a part of this PAA by this reference.

Hall & Foreman
A Division of David Evans and Associates, Inc.

February 16, 2015 — TCC REC.'D 03/02/15

JN. II.050469.8055

- LRC
- STORM WATER COMPLIANCE PLAN (SMALL SWPPP)

Mr. David Moore
Director of Physical Plant & Construction Services
Cerritos College
11110 Alondra Boulevard
Norwalk, CA 90650
Tel: 562-860-2451, Ext. 2301

Re: Cerritos College – Phase 55: LRC Phase 3 Renovation
Stormwater Compliance Plan (SWCP) Preparation ✓
Contract #14P005 – PAA #_____

Dear David:

Enclosed herewith is a Services Authorization supporting Cerritos College Improvements in accordance with the National Pollutant Discharge Elimination System (NPDES) program. Since the project's work is mostly inside and minimal site work outside the building, HFI suggests a Stormwater Compliance document, which will include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan.

Upon your favorable consideration, please initiate a purchase order in the amount of **$3,000.** ✓

In that respect, please find enclosed a Services authorization form for your review and approval. Upon your favorable consideration, please sign where indicated and fax the authorization to Hall & Foreman Inc. (HFI) for your files. Should you have any questions, please do not hesitate to call me at 714.665.4549.

3/12/15

Sincerely,

TCC 03/11/15

HALL & FOREMAN
a div. of David Evans and Associates, Inc.

Linda Sandusky
Project Manager/Associate

enclosure

Job Name: LRC Renovation
New PO#: Y / N
PO#: TBD CO#: _____
FUND: _____
_____
_____
Notes: _____
_____

HALL & FOREMAN
A div. of David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714.665.4500, Fax 714.665.4501

SERVICES AUTHORIZATION NO. 8051

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2301

Attn: Mr. David Moore

Project Code: II.050469-8055
Job Description: Storm Water Compliance Plan

Project: LRC Phase 3 Renovation

Date: February 16, 2015

Upon your written authorization (below), HFI will provide the following:

PART I

A. INITIAL SITE VISIT (301)

Task entails site visit and review of construction schedule, if available. All areas of site where there is a potential for a discharge of sediment or pollutants will be identified. Initial meeting shall provide recommendations for determining appropriate design, placement, and strategies for selection of Best Management Practices (BMP).

B. PREPARE STORMWATER COMPLIANCE PLAN (SWCP) (431)

Prepare a Storm Water Compliance Plan (SWCP) to include a list of BMPs that should be used for the project and a BMP/Erosion Control Plan to reflect existing site conditions on the proposed construction activities. The SWCP shall be developed to address compliance for construction activities during the life of the project.

Action Items / Deliverable:

- Prepare SWCP One (1) report

Client agrees to compensate HFI for the above services.

PART I SWCP Preparation	**$3,000**
TOTAL	**$3,000**

The above services will be invoiced separately, referenced by HFI's Job Number **II.054069.8055**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN**

By:_____ _____

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Name: — Date

_____

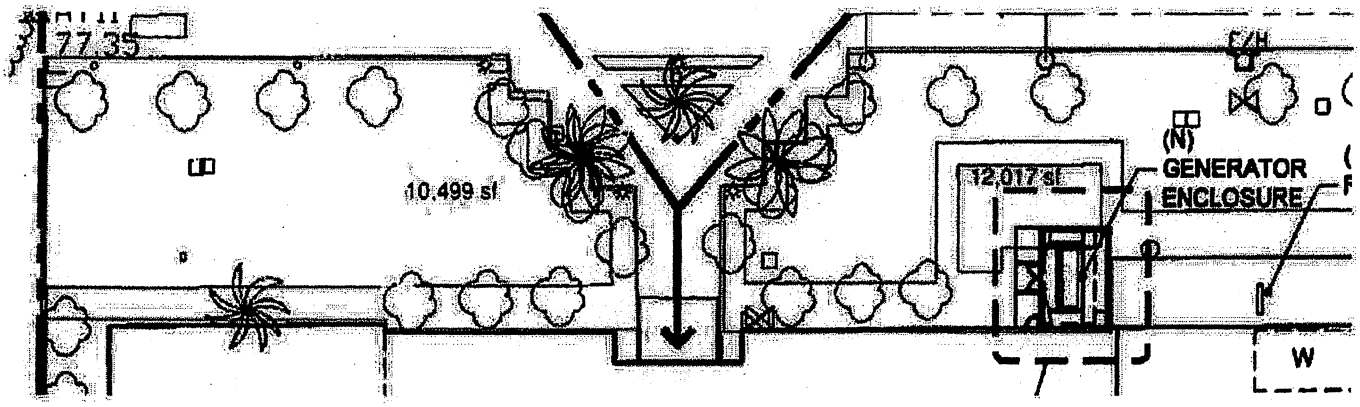
Title:

Linda Sandusky

From: Dang Le <dle@tilden-coil.com>
Sent: Monday, February 23, 2015 12:38 PM
To: Linda Sandusky; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

Linda,

About 22,516 SF.



Dang Le
Project Engineer
Tilden-Coil Constructors
Building with Integrity Since 1938
Tilden-Coil CONSTRUCTORS
Jobsite: Cerritos College
11110 Alondra Blvd
Norwalk, CA 90650
Phone: 562-860-2451 Ext 7220
Cell: 323 – 717 - 6886

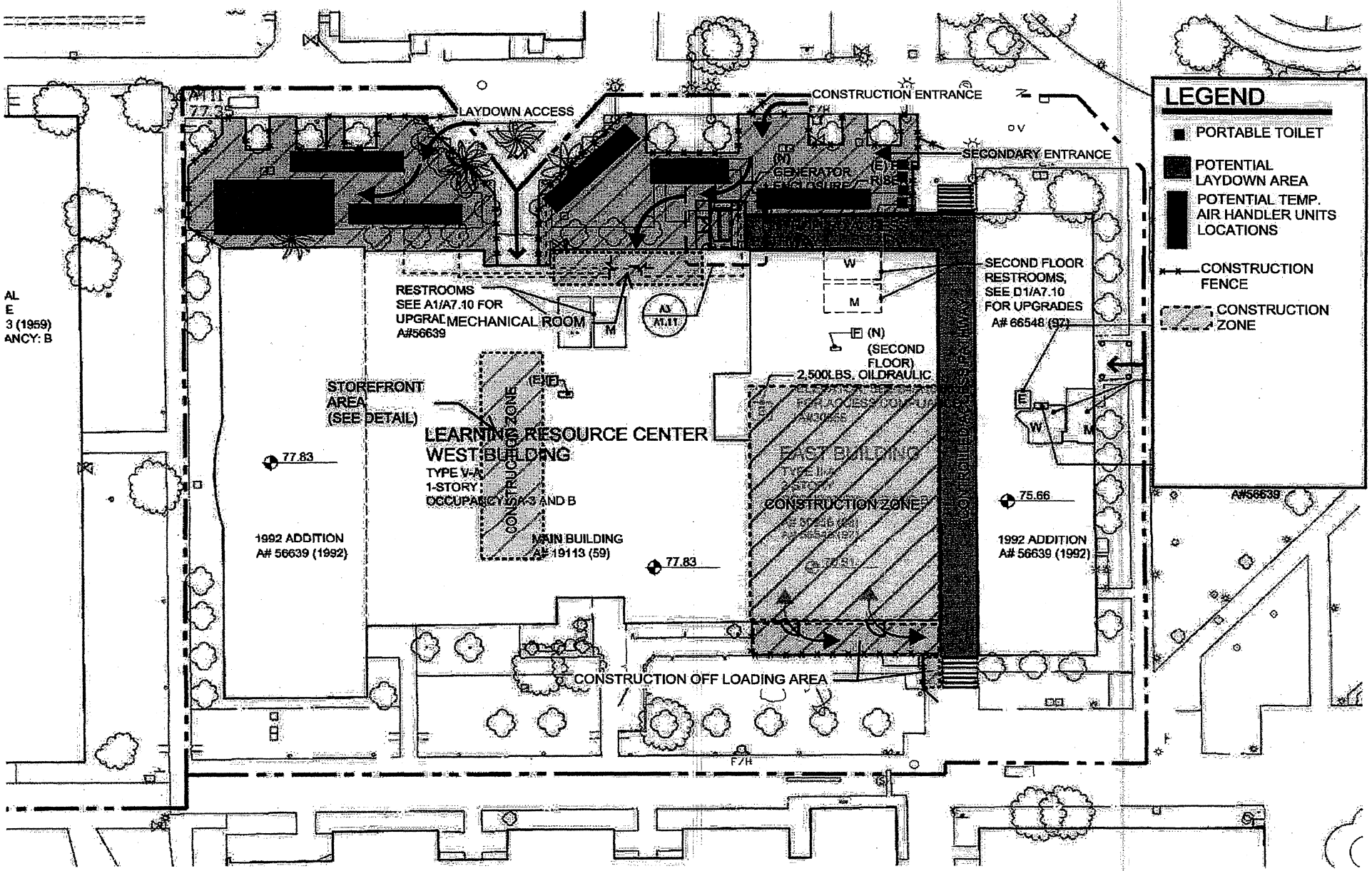
From: Linda Sandusky [mailto:LSandusky@hfinc.com]
Sent: Monday, February 23, 2015 10:54 AM
To: Dang Le; Jimmy Riordan
Subject: RE: LRC Phase 3 Renovation

How much sq footage will you be disturbing on this project?

Linda Sandusky | Project Manager / Associate
Hall & Foreman | 17782 17th Street, Suite 200 | Tustin, CA 92780-1947
www.hfinc.com | d: 714.665.4549 | c: 562.895.8890 | f: 714.665.4501 | lsandusky@hfinc.com

Hall & Foreman
A Division of David Evans and Associates, Inc.

SITE LOGISTICS PLAN



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Landscape and Street Median** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Landscape and Hardscape Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in

connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Twelve Thousand Eight Hundred and 00/100 Dollars ($12,800.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, a div. of David Evans and Associates, Inc.

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-07

Job Name: LANDSCAPE
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7054 **Ph. 54**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Landscape & Street Median Areas

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Orange** per the Client's provided exhibit attached) depicted as "Landscape & Street Median Areas." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$12,800.00 LS**

NM (for) 10/16/14

TOTAL: $12,800.00 LS

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7054, **Phase 54 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014
Linda Sandusky — Date
Project Manager/Associate

AUTHORIZATION:
The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____
Jeff Carreon — Date

EXHIBIT

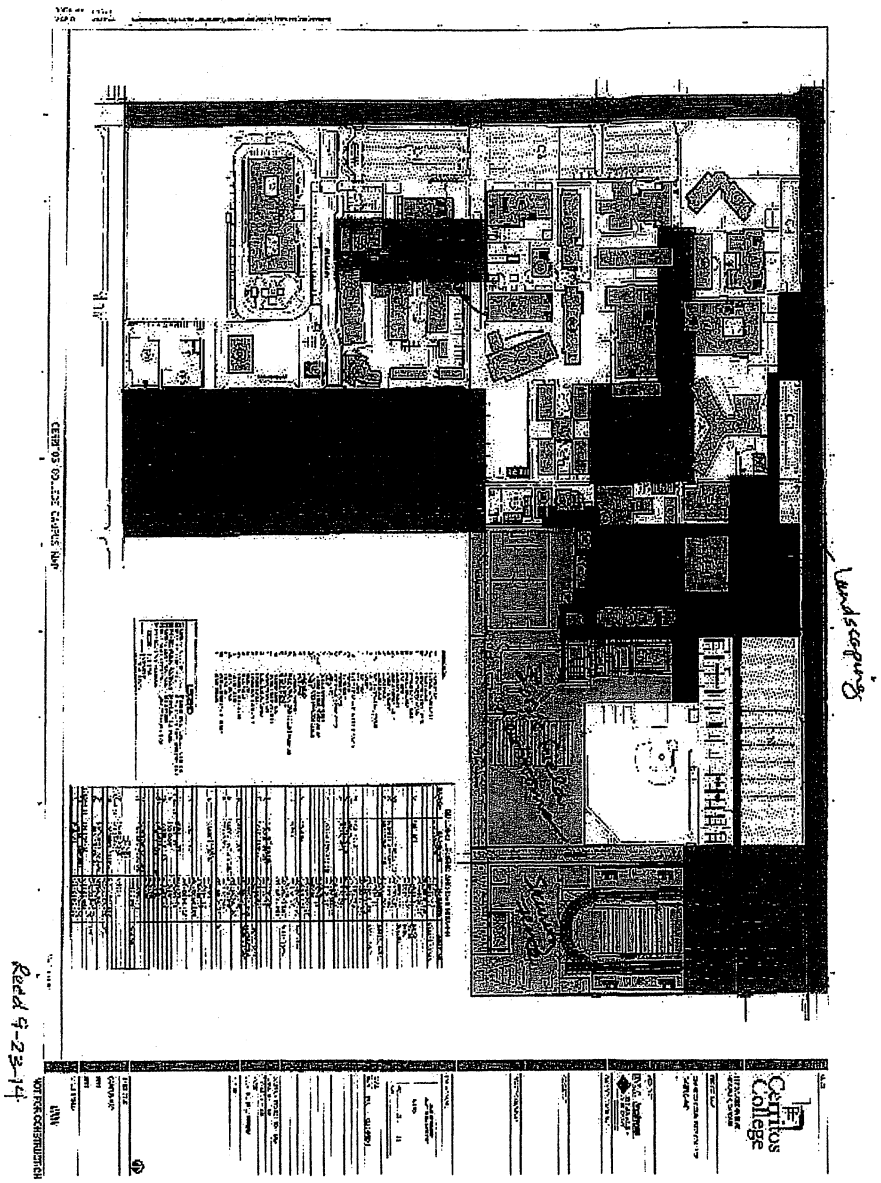


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Nine Thousand Eight Hundred and 00/100 Dollars ($9,800.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015	Dated: Jan. 6, 2015
Cerritos Community College District	**Hall & Foreman, Inc** a div. of David Evans and Associates, Inc
By:	By: Lynda Sandusky
Print Name: DR. DAVID EL FATTAL	Print Name: Linda Sandusky
Print Title: VICE PRESIDENT OF BUSINESS SERVICES	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-06

Job Name: SHADE STRUCTURES
New PO#: (Y) / N
PO#: TBD CO#: _____
FUND: 42.1

Notes: 65057
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7053 **Ph. 53**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Shade Structures Area

Attn: Jeff Carreon Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Green per the Client's provided exhibit attached**) depicted as "Shade Structures." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$9,800.00 LS**

TOTAL:$9,800.00

JM (TCO)
10/16/14

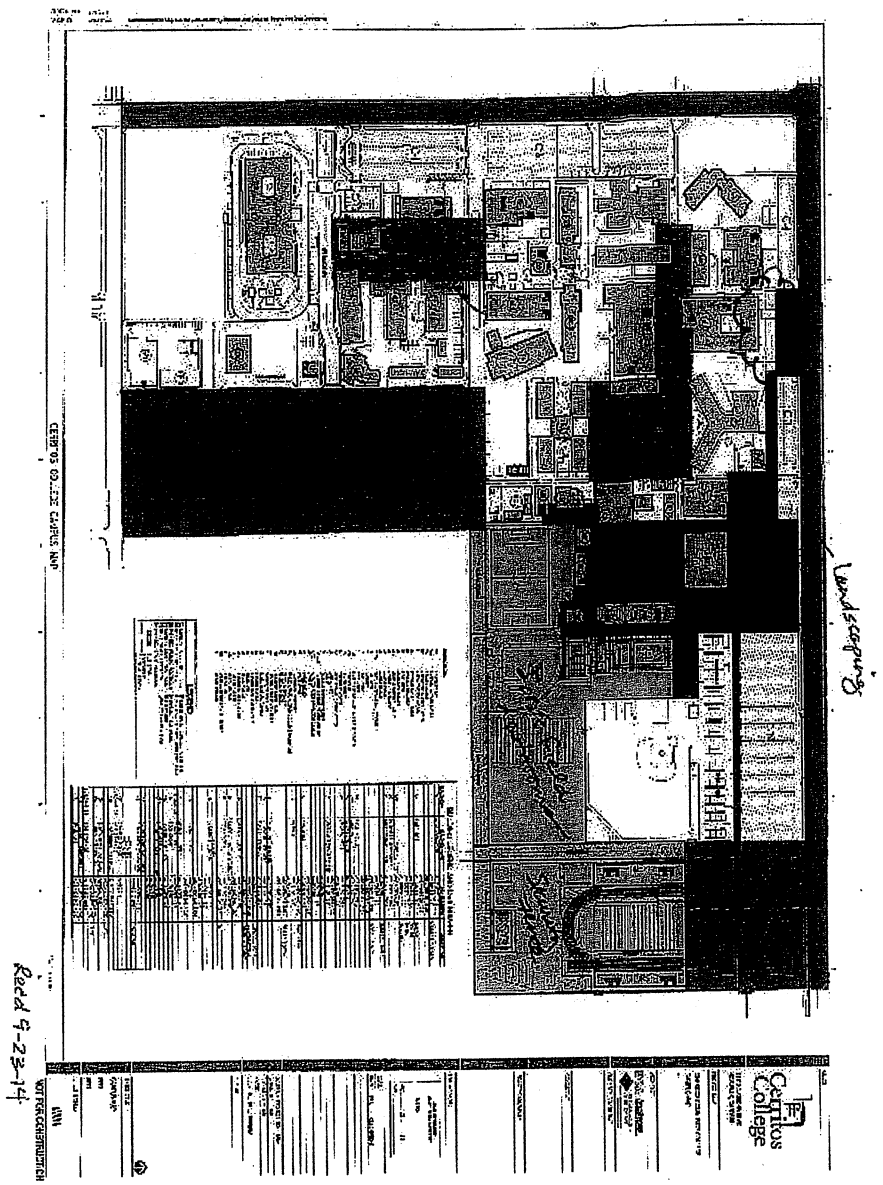


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restrooms

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00)** . District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FAIAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc. a div. of David Evans and associates, Inc

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

Job Name: LANDSCAPE
New PO#: Y / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7055 **Ph. 55**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Sports Field Restroom Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded Yellow per the Client's provided exhibit attached) depicted as "Sports Field Restroom Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$7,400.00 LS**

TOTAL: $7,400.00 LS

JM (TCC)
10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7055, **Phase 55 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

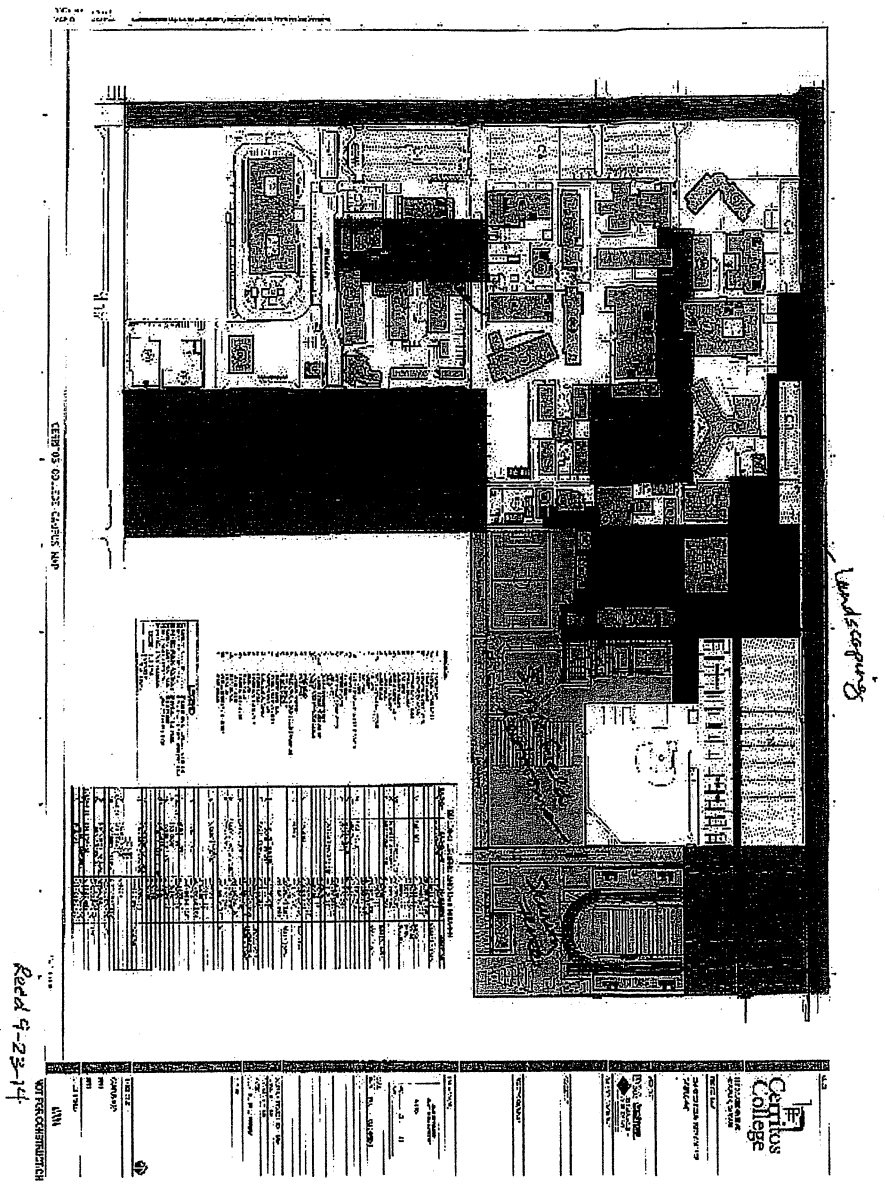


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Electrical Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Electrical Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Six Thousand Six Hundred and 00/100 Dollars ($6,600.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015	Dated: Jan. 6, 2015
Cerritos Community College District	**Hall & Foreman, Inc.** a div. of David Evans and Associates, Inc
By:	By: Linda Sandusky
Print Name: DR. DAVID EL FATTAL	Print Name: Linda Sandusky
Print Title: VICE PRESIDENT OF BUSINESS SERVICES	Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14FUW3-U4

Job Name: Electrical Upgrade
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65059
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7056 **Ph. 56**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Parking Lot Solar Panel Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Magenta** per the Client's provided exhibit attached) depicted as "Parking Lot Solar Panel Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$6,600.00 LS**

TOTAL: $6,600.00 LS

S:\05469\Admin\Contracts\05469.7001\05469-7001 PH 56_Parking Lot Solar Panel Area Survey.doc

AM (TW) 10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7056, **Phase 56 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

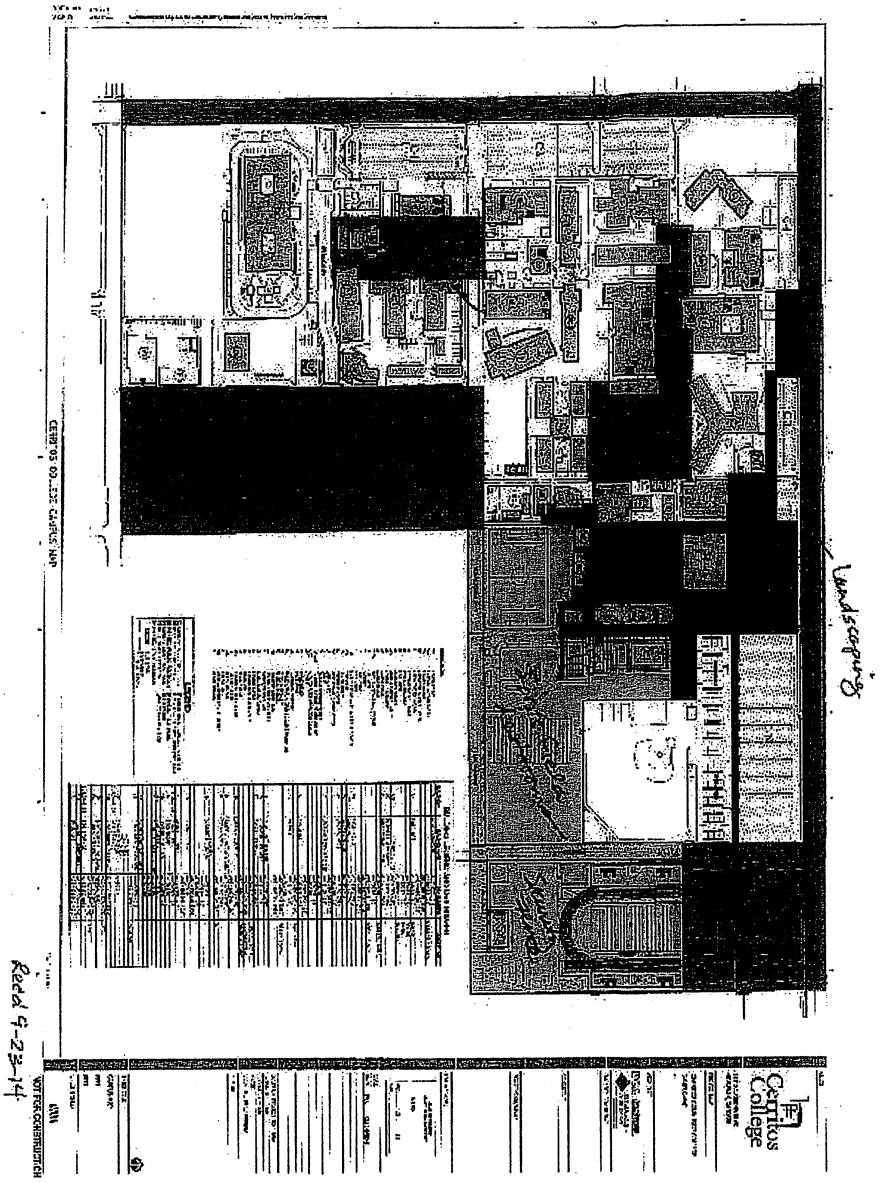


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Field House** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Field House

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10**, **2014**, and will diligently perform as required and complete performance by **December 10**, **2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Four Thousand One Hundred and 00/100 Dollars ($4,100.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: [signature]

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc.
a div. of David Evans and Associates, Inc

By: [signature]

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 8, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

14P005-3

Job Name: Field House
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65054
6120

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7052 **Ph. 52**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Field House Area

Attn: Jeff Carreon Date: October 8, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded **Blue per the Client's provided exhibit attached**) depicted as "Field House Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$4,100.00 LS**

TOTAL:$4,100.00 LS

10/16/14

EXHIBIT

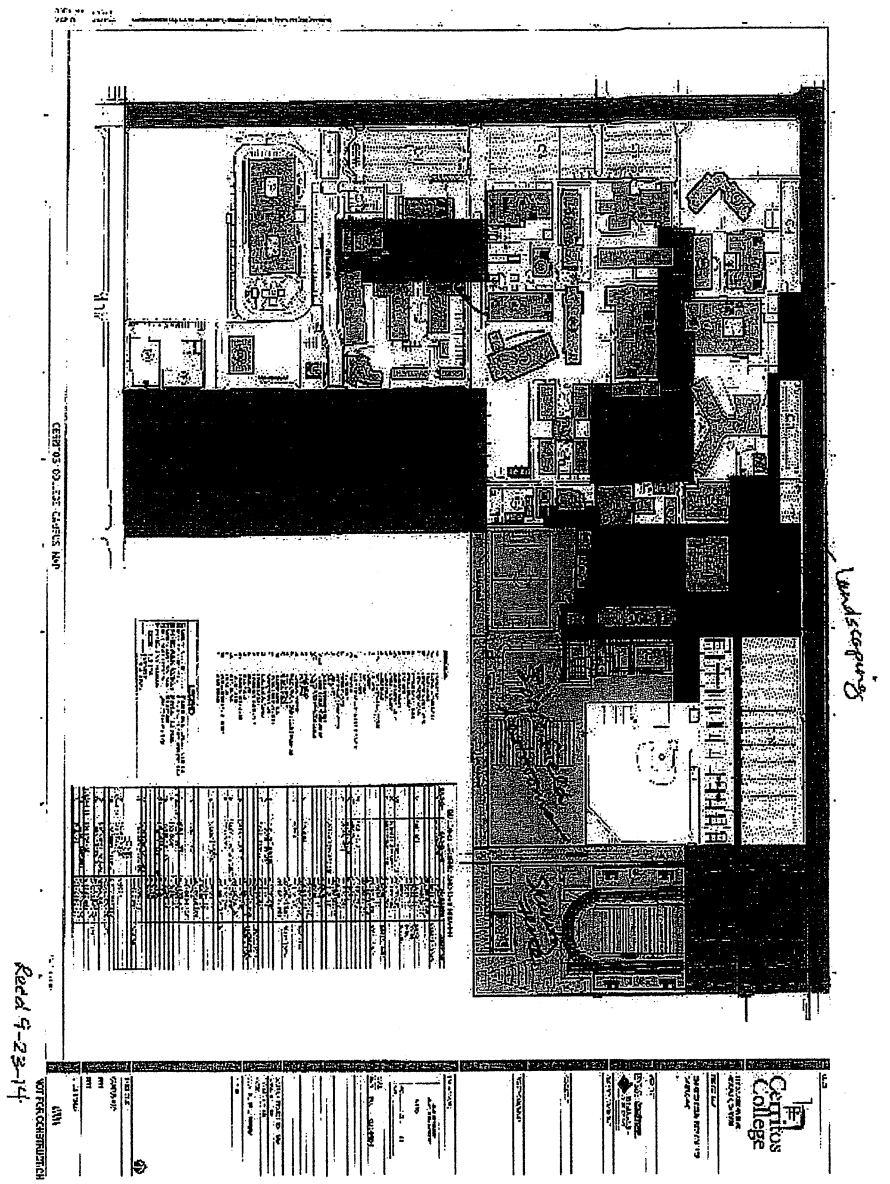


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Stakes** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. CIS/Math

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty Thousand, Nine-Hundred, Sixty and 00/100 Dollars ($40,960.00)**, billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Stakes

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan. 9, 2015

Hall & Foreman, Inc.
a div. of Dowl Evans and Associates, Inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (11 pages), attached hereto and made a part of this PAA by this reference.

Job Name: CIS/MATH
New PO#: (Y)/ N
PO#: TBD CO#:
FUND: 42.0

Notes: 64045
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.

Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.

Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.

Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.

Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

10/23/14

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

c. Landscaping (trees, shrubs, swales, area drains).
d. Demolition work.
e. Perimeter walls.
f. Retaining walls.
g. Valley gutters.
h. Irrigation systems.
i. Traffic signals and signs.
j. Interior building columns and interior walls.
k. Borrow area.
l. Settlement plate readings.
m. Model site improvements.
n. Landscape improvements.
o. Recreation area improvements.
p. Trash enclosures
q. Additional stakes required by plan revisions after the date of this **Agreement.**
r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement.**
s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to Hall & Foreman, Inc. during the preparation of this **Agreement.**
t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
u. Special pavement areas.
v. "Potholing", physically digging to expose objects to be located and measures.

8. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

9. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.

10. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.

11. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

Tilden-Coil

General Inclusions:

1. This Project must be completed in a total of 754 calendar days. Contractor must manage to complete in this allocated time frame without excuse. **Contractor agrees to assign the appropriate manpower to complete Contractor's related activities.** Subcontractor shall provide manpower / crew size information for each activity to Contractor, within 5 days from execution of subcontract agreement. All clarification and approvals must be obtained prior to work start and in such time as to allow answer, procurement, and preparation without compromising the schedule activity time and scheduled start date. Late coordination and RFI's asked during work progress are not an excuse for delay. Methods for maintaining allowable durations includes but not limited to:
   a. Sufficient crew size
   b. Extended hours. Allowable outdoor work hours are Sun – Friday. All shifts to begin at 7:00am unless otherwise directed by Superintendent.
2. CONTRACTOR acknowledges and agrees multiple move-ins and/or mobilizations may be required and all such move-ins and/or mobilizations are covered within this contract without additional cost to Tilden-Coil Constructors, Inc.
3. Any work required in the crawl space, subcontractor must comply with confine spaces requirements per OSHA.

Inclusions:

4. Contractor shall furnish all equipment necessary to complete the following Scope of Work (including Phase 1A, 1B, & 2):

A. ROUGH GRADE STAKING

1. Swales.
2. Ridge lines.
3. Establish temporary bench control.
4. Site at 50 ft. grid, grade breaks, angle points, B.C.'s and E.C.'s.
5. Building pad corners (establish pad finish and/or subgrade elevations).
6. Post rough grade survey.
   a. Establish and record 25 topo points for contour confirmation.
   b. Establish and record 100 topo points around and in between buildings and paving and hardscape areas to establish existing grades prior to start of site and building improvements.

B. FOUNDATION CONSTRUCTION

1. Establish horizontal and vertical control.
2. Establish horizontal control for proposed drilled piers.
3. Building pad certification and As-builts for District.
4. Layout of building, including canopy structures, bridge, and film building - perimeter and major grid lines for line only, and all radius points.
5. Layout of all depressions for floor finishes.
6. Layout of recessed / embedded track items scheduled to be installed within interior of building.
7. Bench marks at building (for vertical control). Two (2) each per building at opposite corners, as directed by the Construction Manager.
8. Major Grid Lines at 1st Floor, 2nd floor, and roof, as is applicable.
9. Survey of embedded items for pre, as well as post concrete placement (includes as-built verifying horizontal and vertical control).

C. STRUCTURAL STEEL

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
FOR ENGINEERING SERVICES
CONTRACT NO. 14P005
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HALL & FOREMAN, INC.
DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **11th** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services (Engineering Services)", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Stakes** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Fine Arts

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall

be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 11, 2014**, and will diligently perform as required and complete performance by **October 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Forty-One Thousand, Four-Hundred, Forty and 00/100 Dollars ($41,440.00**), billed on a time and materials (T&M) basis. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Stakes

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: JANUARY 26, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: Jan 9, 2015

Hall & Foreman, Inc.
a div. of David Evans + associates inc.

By: _____

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"

DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 22, 2014 (10 pages), attached hereto and made a part of this PAA by this reference.

Job Name: Fine ARts
New PO#: (Y) / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65040
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650

951-538-4709

Project Code: II.050469-7001
Job Description: Fine Arts & CIS/Math Buildings Staking
Contract No: C05-1018B
Project: Phase **50**: Fine Arts Bldg
Project: Phase **50A**: CIS/Math Bldg

Attn: David Buted (Tilden-Coil) Date: October 22, 2014

Per my conversation with David Buted's and construction schedule sent to HFI on this project (5/27/14 & 10/15/14) and Section 017200 Field Engineering received 6/23/14 from David, HFI will provide the following services at Cerritos College-Math & Fine Arts Buildings. The services below are based on the construction schedule and SWPPP Erosion Control Plan phasing on this project:

HFI agrees to furnish one (1) set of construction stakes upon **Client's** request, in accordance with the requirements of the governing agency as follow:

PHASE 1A

1. **Survey Coordination & Supervision (807)**

   - Coordination/Setup
   - Data Collector Management

2. **Control Surveys (808)**

   - Establish/Densify Construction Control

3. **Rough Grading (810)**

   - Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
     Maximum number of site requests to complete task: 1
   - Building Pads (south half of "new" Fine Arts Building AND "new" Film Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
     Maximum number of site requests to complete task: 1
   - Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
     Maximum number of site requests to complete task: 1

4. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

5. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

6. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

8. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the south half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

9. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the "new" Film Building AND the south half of the "new" Fine Arts Building. It shall be assumed that a total of forty (40) stakes shall be required to facilitate in construction of the south half of the building.

10. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

11. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad (south half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 1B

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Building Pads ("new" Math/CIS Building AND north half of "new" Fine Arts Building) - Provide stakes at all main building corners. Cuts and fills will be referenced to pad elevations as shown on the approve Precise Grading Plan.
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of flatwork.
  Maximum number of site requests to complete task: 1

3. **Storm Drain (820)**

- Main Line & Laterals - Provide stakes at all primary points of control, centerline of manholes, clean outs, angle points, grade breaks and not less than twenty-five feet (25') on center along main line and lateral alignment.
- Inlets - Provide two (2) stakes for each storm drain inlet structure to facilitate in construction.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1 (for both SD tasks)

4. **Sanitary Sewer (825)**

- Main Lines and laterals - Provide stakes at all primary points of control, centerline of manholes, cleanouts (or beginning and ends of pipe) and not less than twenty-five feet (25') on center along main line.
- Manholes – to include Rim and Invert elevations.
  Maximum number of site requests to complete task: 1

5. **Domestic & Fire Water Line (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb.
- Services & Fire Hydrants - Provide not more than two (2) stakes to facilitate the installation of water services as shown on the approved composite utility plans.
  Maximum number of site requests to complete task: 1(for both water tasks)

6. **Edison Line & Services (835)**

- Main Line - Provide stakes at not less than fifty feet (50') on center along main line and all primary points of control, angle points and main line intersections with cuts referenced to finish surface of street or top of curb or finished surface
- Services - Provide not more than four (4) stakes to facilitate the installation of electrical vaults or pedestals as shown on the approved composite utility plan.
  Maximum number of site requests to complete task: 1(for both water tasks)

7. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the "new" Math/CIS Building AND north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

8. **Building Stakes**

- Gridlines – HFI shall provide stakes at a mutually agreed upon offset and in a rectangular shaped pattern to facilitate in the construction of the south

half of the "new" Fine Arts Building. It shall be assumed that twenty stakes shall be required to facilitate in construction of the south half of the building.

9. **Site Walls (870)**

- Site Walls - Provide stakes at all primary points of control, angle points, or not less than twenty-five feet (25') intervals at the "new" Math/CIS Building AND north half of the "new" Fine Arts Building. Cuts and fills will be referenced to grades as shown on approved plans.
  Maximum number of site requests to complete task: 1

10. **Verifications)** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:

- Rough Grade (approximately 25' intervals)
- Pad ("new" Math/CIS Building AND north half of "new" Fine Arts Building)

Should it be determined that improvements have not been properly placed, and additional time or trips to the job site become necessary, due to such improper placement, then such additional time or trips will be billed as "Additional Services".
Maximum number of site requests to complete task: 1

PHASE 2

1. **Control Surveys (808)**

- Establish/Densify Construction Control

2. **Rough Grading (810)**

- Sawcut Lines - Provide stakes to define the project boundary and/or limits of construction at 100' intervals for the purpose of site clearing (no grades).
  Maximum number of site requests to complete task: 1
- Rough grade staking - Provide stakes at approximately fifty feet (50') intervals, including swales and ridge lines, to facilitate in the construction of grading for flatwork.
  Maximum number of site requests to complete task: 1

3. **Site Flatwork (850)**

- Sidewalks/Flatwork - Provide stakes at not less than twenty-five-foot (25') intervals to facilitate in the construction of the north half of the "new" Fine Arts Building related sidewalk and flatwork.
  Maximum number of site requests to complete task: 1

4. **Verifications** - Provide survey services sufficient to prepare line and grade verification letter(s) for the following:
   - Rough Grade (approximately 25' intervals)

ALL PHASE:

Survey of bolt/ plate verification pre-concrete placement:
Fine Arts (South Portion) – 2 (8 hour each) visits
Fine Arts (North Portion) – 2 (8 hour each) visits
CIS/ Math – 2 (8 hour each) visits
Bridge – 1 (8 hour) visit

Survey of bolt/plate verification post-concrete placement:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Survey of perimeter of steel once plumb and line of steel is complete:
Fine Arts (South Portion) – 1 (8 hour) visit
Fine Arts (North Portion) – 1 (8 hour) visit
CIS/ Math – 1 (8 hour) visit
Bridge – 1 (8 hour) visit

Client agrees to compensate HFI for the above services in the Not-To-Exceed fee **(PREVAILING WAGE)** in the amount of:

Fee for above related services for Fine Arts Building: ***(forty-one thousand four hundred and forty dollars)***	***$41,440.00***
Fee for above services related for CIS/Math Building: ***(forty thousand nine hundred and sixty dollars)***	***$40,960.00***

The above services will be invoiced separately on an hourly basis, referenced by:

HFI's Job Number II.054069.7001, Phase 50 for Fine Arts ($41,400) and PO # assigned by Cerritos College.

HFI's Job Number II.050469.7001, Phase 50A for CIS/Math ($40,960) and PO# assigned by Cerritos College

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

DATA & ASSUMPTIONS

1. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **forty eight (48) hours notice.**

2. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".

3. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.

4. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

5. **Client** will schedule surveying services to minimize site visits by having at least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

6. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

   The following persons have the authorization to sign "Additional Services" in the field:

   _____ _____

   _____ _____

   So as to avoid delays, Hall & Foreman, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

7. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:

   a. Dry Utility lines and fixtures staking (gas, CATV, and telephones).
   b. Slopes of five feet (5') or less.

1. Survey of perimeter steel of each building, including bridge, once plumb and line of erected steel is complete (includes as-built verifying horizontal and vertical control).

D. STORM DRAIN SYSTEM
   1. Staked at +/- 25' intervals. (Lines & Grades)
   2. Catch basins.
   3. Manholes; including rim & invert elevations.
   4. Drainage structures, angle points, transitions, and inlets.
   5. Invert elevations at all grade breaks.

E. CURB, CURB & GUTTER, "V" GUTTER
(each to be surveyed twice. 1st survey for grade and 2nd survey for concrete.)
   1. Set stakes at +/- 50' centers.
   2. Beginning of curve and /or radius.
   3. End of curve and/or radius.
   4. Grade breaks.
   5. Angle points.
   6. Radius points.
   7. Curb and gutter, cross gutter, v-gutter, swales, aprons, headers, B.C.'s E.C.'s grade breaks and curb face/local depressions.

F. SEWER / ELECTRIC STAKES
   1. Manholes; including rim & invert elevations.
   2. Sewer main (25 ft. intervals-line and grade), manholes, cleanouts, angle points, grade breaks and laterals.
   3. Stake main utility lines and all vaults.

G. DOMESTIC, FIRE WATER & GAS LINES
   1. +/- 50' intervals – line and grade, angle points, laterals, appurtenance, and devices.

H. RETAINING / PLANTER / SEAT WALL STAKING
   1. +/- 50' intervals, angle points, and radius points.
   2. Top of wall.
   3. Top of footing.

I. SITE WORK STAKES
   1. Redwood header and edge of pavement at 25 ft. intervals.
   2. Light standards - two (2) stakes each.
   3. Site certification and As-Builts for District.
   4. Subgrade staking for site concrete, asphalt paving, ramps and stairs.
   5. Chain link fencing and gates – line and grade.

5. Contractor shall certify that all revisions to elevations and dimensions made to the Civil drawings at the end of the project are correctly updated. Certification of drawings to be turned over to Tilden-Coil Constructors at the end of the project.
6. Should additional surveying work be required for the Contract, the work shall be proceeded on a times and material basis, The agreed unit labor rates (inclusive of overhead & profit) are as follows:
   a. One (1) man crew, including surveying equipment (Two man crew will not be required) - $180.00/hr.
   b. Computer Time/ Office Calculation Time - $135.00/ hr.
   c. AutoCAD specialist/ draftsman- $135.00/hr.
7. Includes prevailing wages.

Exclusions:

1. Re-surveying or re-staking as a result of damage created by a Prime Contractor.
2. Layout or design of dry utilities.

Specifications Sections:

1. Specification Section 017200

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for a Project may be a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color,

ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. Limitation of District Liability. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

47-1237118
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 2015.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 2015.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Expansion Project**

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 7 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Central Plant Inspection Project.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $28,369.04; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

PROJECT ASSIGNMENT AGREEMENT NO. 7 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE CENTRAL PLANT EXPANSION PROJECT
KOURY ENGINEERING & TESTING, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis.

Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 7 arises out of Cerritos College's desire to obtain the necessary inspection and materials testing for the Central Plant Expansion project. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, geotechnical and construction observation including material testing, soil testing, and site visits.

Period: The time period will be from October 1, 2016 through January 31, 2018.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Draft of Project Assignment Agreement No. 6 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 5 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 4 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College

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PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Central Plant Expansion** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Central Plant Expansion

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016** and will diligently perform as required and complete performance by **January 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand Three Hundred Sixty-Nine and 04/100 Dollars ($28,369.04**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Central Plant Expansion

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

DRAFT

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Central Plant Expansion Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
    a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
    b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
    c. Documenting removal areas and depths
    d. Observing and testing compaction of subgrades for flatwork
    e. Review mix design for concrete
    f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
    g. Observe, inspect, sample and test reinforcing steel used on project site
    h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
    i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
    a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
    a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 9,229.04
b.	Material Inspection	$ 13,860.00
c.	Laboratory Material Testing	$ 1,860.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 28,369.04

9. Schedule
    a. October 1, 2016 – January 31, 2018

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Inspection and Material Testing, Press Box Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Press Box Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A.**"

4. **Term**. Consultant shall commence providing Services under this PAA on **August 2016** and will diligently perform as required and complete performance by **January 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Ten Thousand Six Hundred Sixty-Nine and 12/100 Dollars ($10,699.12**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical & Inspection and Material Testing, Press Box Upgrade

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2016 regarding Geotechnical & Inspection & Matrial Testing Proposed Press Box Upgrade Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Geotechnical Monitoring
    a. Construction observation and testing – Asphalt paving, Utility Trench, Subgrade compaction
    b. Laboratory soils testing

3. Task 2 – Materials Testing
    a. Concrete, steel erection, rebar fabrication, GPR services, steel fabrication

4. Task 3 – Laboratory Materials Testing
    a. Concrete cylinder compressions, rebar bend & tensile, Mix design

5. Task 4 – Project Coordination

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 2,227.12
b.	Material Inspection	$ 5,020.00
c.	Laboratory Material Testing	$ 582.00
d.	Project Coordination	$ 2,820.00
e.	Total	$ 10,699.12

9. Schedule
    a. August 2016 – January 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **March, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016** and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Sixty-One Thousand One Hundred Forty-One and 00/100 Dollars ($61,141.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Wayfinding

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 4/1, 2016	Dated: 3/29, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Tommy Wright, Vice President of Corporate Development, Koury Engineering, Inc. to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 27, 2016 regarding Inspection & Material Testing Proposed Campus Wayfinding Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed t the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Take 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 11,495.00
b.	Material Inspection	$ 44,220.00
c.	Laboratory Material Testing	$ 1,866.00
d.	Project Coordination	$ 3,560.00
e.	Total	$ 61,141.00

9. Schedule
   a. April 1, 2016 – December 31, 2016

KOURY
ENGINEERING
& TESTING, INC.

January 27, 2016

Tilden-Coil Constructors, Inc.
Dang Le
Project Engineer
Cerritos Community College Program
11110 Alondra Blvd, Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0867
Cerritos College - Wayfinding

Dear Mr. Dang Le:

Koury Engineering & Testing submits this proposal for the Cerritos College - Wayfinding project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Cerritos College Wayfinding" project:

1. A set of project Architectural Plans and specification for Cerritos College Wayfinding; Prepared by QDG Architecture, dated 11/05/2015

Based on our review of the drawings, we understand that the project consists of Cerritos College Wayfinding and associated site work. The construction will include metal structure signage supported by concrete footings.

Geotechnical aspects of this project consist of rough grading, subgrade preparation for the flatworks, and footing excavation.

During construction, Koury will provide geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills
- Documenting removal areas and depths
- Observing and testing compaction of subgrades for flatwork
- Performing required soil laboratory tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project
- Review mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel used on project site
- Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
- Conduct batch plant inspection during concrete operation
- Preparing, upon receiving the client's written request, one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared, no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. The accuracy of the provided estimate can be affected by:

- Contractor's and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of $61,141.00.

1/28/2016
1/27/16 RG

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

~~To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.~~

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
Vice President of Corporate Development
TommyW@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0867**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos College - Wayfinding

15-0867

Cerritos College - Wayfinding: Proposal Prepared Using Plans 11/05/2015

Description		Qty	Unit	Rate	Amount
Geotechnical Monitoring					
Soils Technician - Construction Observation and Testing					
Grading (Fill & Scarification)		60	Hourly	$ 82.50	$ 4,950.00
Footing Excavation Observation		64	Hourly	$ 82.50	$ 5,280.00
Nuclear Gauge		19	Daily	$ 35.00	$ 665.00
LABORATORY SOILS TESTING					
Geotechnical Laboratory Testing - Max Density	Estimate				$ 600.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES					**$ 11,495.00**
Materials Inspection					
Concrete - Footings/ Pads	(Includes Rebar Inspection)	124	Hourly	$ 82.50	$ 10,230.00
Concrete - Misc, Aprons, Ramps & Epoxy Bolts/Anchor Systems, etc.		144	Hourly	$ 82.50	$ 11,880.00
Misc Steel Erection - Welding & Bolting		72	Hourly	$ 82.50	$ 5,940.00
Concrete - Batch Plant		112	Hourly	$ 82.50	$ 9,240.00
Rebar Fabrication Plant - Tagging & Sampling		4	Hourly	$ 82.50	$ 330.00
Steel Fabrication Shop		80	Hourly	$ 82.50	$ 6,600.00
TOTAL ESTIMATED INSPECTION FEES					**$ 44,220.00**
Laboratory Materials Testing					
Concrete Cylinder Compression Tests		56	Sample	$ 21.00	$ 1,176.00
Rebar Bend & Tensile Tests		12	Sample	$ 45.00	$ 540.00
Mix Design Review		1	Mix	$ 150.00	$ 150.00
TOTAL ESTIMATED LABORATORY FEES					**$ 1,866.00**
PROJECT COORDINATION					
Final Geotechnical Verified Report DSA-293		1	Each	$ 1,000.00	$ 1,000.00
Final Laboratory Verified Report DSA-291		1	Each	$ 500.00	$ 500.00
Final Special Inspection Verified Report DSA-292		3	Each	$ 100.00	$ 300.00
Senior Engineer		4	Hourly	$ 130.00	$ 520.00
Staff Engineer		4	Hourly	$ 100.00	$ 400.00
Project Manager - Field Supervisor		6	Hourly	$ 95.00	$ 570.00
Admin		6	Hourly	$ 45.00	$ 270.00
TOTAL PROJECT COORDINATION FEES					**$ 3,560.00**

Task Summary and Total Estimated Fees	
Geotechnical Inspection Fees	$ 11,495.00
Material Inspection Fees	$ 44,220.00
Laboratory Testing Fees	$ 1,866.00
Project Coordination	$ 3,560.00
	$ 61,141.00

MASTER SCHEDULE OF FEES

Prevailing Wage *

INSPECTORS

Materials Inspector	*(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)*	$	82.50	Per Hour
Building Inspector	*(Wood Construction)*	$	82.50	Per Hour
Building Inspector	*(MEP)*	$	82.50	Per Hour
Specialty Inspector	*(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)*	$	Quote	Per Hour
Soils Inspector	*(Soils, Asphalt, Piles)*	$	82.50	Per Hour
Soils Inspector	*(LA Deputy Grading Inspector)*	$	95.00	Per Hour
Nuclear Gauge Equipment		$	35.00	Per Day
Soils Inspector Mileage		$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)			Equal to Rate of Service	

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment	*(Torque, Pull, Pachometer,Schmidt Hammer, Coring))*	$	110.00	Per Hour
Asst. Lab Technician		$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT		$	97.50	Per Hour
Ground Penetrating Radar – Technician		$	250.00	Per Hour
Utility Locating – Technician		$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)		$	110.00	Per Hour
Radiography Technician		$	95.00	Per Hour
Radiography Truck		$	195.00	Per Shift
Radiography Film		$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant		$	60.00	Per gallon
Parking (if necessary)		$	Cost Plus 20%	
Travel Time		$	Equal to Rate of Service	
Mileage		$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	$	65.00	Per Day
Equipment - Multiplier	$	15.00	Per Day
Equipment – Schmidt Hammer	$	40.00	Per Day
Equipment – Dry Film Thickness Gauge	$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube	$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod	$	20.00	Per Day
Equipment – Air-Entrainment	$	20.00	Per Day
Equipment – Windsor Probe	$	15.00	Per Day
Equipment – Truck Charge	$	55.00	Per Day
Equipment – Epoch	$	Quote	Per Day
Equipment – Coring	$	Quote	Per Day
Equipment - Relative Humidity Probes	$	55.00	Per Probe
Isotope Depletion 314	$	18.00	Each
Hazardous Waste Disposal	$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	$	500.00	Per Hour
Saturday Laboratory Operations per hour	$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	$	100.00	Per Hour

* Master Agreement hourly rates shall prevail should there be a variance between propsed rates and Master Agreement rates.

ASTM	Physical Characteristics			
SOIL AND AGGREGATE				
C29	Unit Weight	$	45.00	Each
D4829	Expansion Index	$	95.00	Each
C117, D1140	#200 Wash	$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	$	185.00	Each
D4318	Atterberg Limits	$	110.00	Each
D2435	Consolidation	$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)	$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	$	95.00	Each
D854	Specific Gravity (Soil)	$	95.00	Each
D2216	Moisture Content	$	15.00	Each
D2216	Moisture Content Quick #200	$	30.00	Each
D3080	Direct Shear (3 Points)	$	200.00	Each
D3080	Direct Shear Remolded sample (3 points)	$	280.00	Each
D1557-A,B	Maximum Density	$	135.00	Each
D1557-C	Maximum Density	$	145.00	Each
D2844, CTM 301	R-Value (3 Points)	$	300.00	Each
CTM 229	Durability Index (coarse & fine)	$	250.00	Each
CTM 229	Durability Index (coarse OR fine)	$	150.00	Each
C142	Clay Lumps & Friable Particles	$	120.00	Each
D3744, CT 229	Durability Indext for Coarse Aggregates	$	150.00	Each
CHEMICAL PROPERTIES				
CTM 643	Resistivity	$	75.00	Each
CTM 643	pH	$	50.00	Each
CTM 417	Sulphate	$	60.00	Each
CTM 422	Chloride	$	60.00	Each
CTM 643, 417, 422	Corrosivity Series	$	185.00	Each
ASPHALT CONCRETE				
C192	Review of Existing Mix Design	$	150.00	Each
D136	Gradation of Extracted Sample	$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL	$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point		Quote	
CONCRETE				
C39	Concrete Cylinders Compression Test (6" x 12")	$	21.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	$	21.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)	$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	$	250.00	Set
C495	Lightweight Fill Concrete Density	$	35.00	Each
C138	Density (Unit Weight) of Concrete	$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method)	$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)	$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	$	35.00	Each
F2170	Relative Humidity Probe	$	55.00	Each
A615	Chemical Analysis	$	300.00	Each
F2170	Relative Humidity	$	55.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
MASONRY				
BLOCK				
C780	Mortar Cylinders (2" x 4")	$	21.00	Each
C109	Mortar Cubes (2" x 2")	$	21.00	Each
C1019	Grout Prisms (3" x 6")	$	21.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	$	95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	$	120.00	Each
C140	Moisture Content as Received each	$	50.00	Each
C140	Absorption, 3 Required	$	40.00	Each
C140	Measurements	$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	$	80.00	Each
C42	Masonry Core – Compression	$	55.00	Each
C42	Masonry Core – Shear	$	75.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
BRICK				
C67	Compression	$	40.00	Each
C67	Modulus of Rupture	$	50.00	Each
C67	Absorption, Soak	$	30.00	Each
C67	Absorption, Boil	$	30.00	Each
C67	Absorption, Saturation Coefficient	$	40.00	Each
C67	Initial Rate of Absorption	$	40.00	Each
C67	Efflorescence	$	55.00	Each
C67	Efflorescence with Mortar	$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	45.00	Each
A615/A706	Tensile No. 14 Bar	$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	$	45.00	Each
A615/A706	Bend No.14 Bar	$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	$	250.00	Each
A706	Chemical Analysis	$	300.00	Each
A615/A706	Deformation Compliance	$	55.00	Each
A615/A706	Cut To Size (for testing)	$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	80.00	Each
A615/A706	Tensile No. 14 Bar	$	100.00	Each
A615/A706	Tensile No. 18 Bar	$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	$	55.00	Each
A370/F606	Bolt Proof Test	$	45.00	Each
A370/F606	Nut Proof Test	$	45.00	Each
A370/F606	Nelson Stud Tensile Test	$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	$	135.00	Each
E10	Brinell Hardness Test	$	45.00	Each
E18	Rockwell Hardness Test	$	45.00	Each
A370/F606	Coupon Tensile Test	$	40.00	Each
A370/F606	Coupon Bend Test	$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	$	45.00	Ea. Pc
A90	Metal Deck Coating	$	115.00	Each
A370/F606	Machining & Preparation of Samples	$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	$	125.00	Each
	Sample Preparation (Grease Removal)	$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	$	60.00	Each
	Mineral Shake – Flexural	$	40.00	Each
	Mineral Shake – Absorption	$	30.00	Each
	Tagging, Material Id and Sampling Tiles	$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	$	600.00	Per 1/2 Day
Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft)	$	0.06	Sq/Ft
Floor Flatness (Over 20,000 sq/ft)	$	0.05	Sq/Ft
Floor Flatness Final Report	$	200.00	Each
Additional Technician *(if necessary)*	$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	$	150.00	Each
Review Welding Procedure Qualification (PQR) report	$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials Inspector Rate		
Weld Tensile Test Plate (1-inch thick or less)	$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	$	70.00	Each
Weld Tensile Test Rebar #3 through #9	$	90.00	Each
Weld Macro Etch Rebar #3 through #9	$	70.00	Each
Weld Tensile Test Rebar #10 through #14	$	125.00	Each
Weld Macro Etch Rebar #10 through #14	$	110.00	Each
Weld Tensile Test Rebar #18	$	275.00	Each
Weld Macro Etch Rebar #18	$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	$	130.00	Per Hour
Staff Engineer/Geologist	$	100.00	Per Hour
Project Manager / Field Supervisor	$	95.00	Per Hour
Administration	$	45.00	Per Hour
Drafter	$	85.00	Per Hour
Test Technicians Lab – Materials	$	65.00	Per Hour
Certified Payroll	$	75.00	Per Week
Court Appearance (4-Hour Minimum)	$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	$	100.00	Each
Interim Report from Engineer	$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	$	300.00	Each
Report for Special Services / Off Site Testing	$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	$	1,000.00	Each
Pad Certificate Report	$	1,500.00	Each
Utility Trench Compaction Report	$	2,500.00	Each
Wall Backfill Report	$	1,500.00	Each
Monthly Interim In-Grading Report	$	1,000.00	Each
Pile/Shoring Monitoring Report	$	2,000.00	Each
Plan Review (Grading/ Foundation)	$	1,000.00	Each
Extra Stamped Reports	$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study, Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016** and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Thousand Seven Hundred Thirty-Eight and 00/100 Dollars ($20,738.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study, Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016	Dated: Jan 22, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 5, 2016 regarding Geotechnical Study Proposed Performing Arts Center Project (7 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review readily available geologic maps and existing studies covering the site or immediate vicinity
    b. Mark locations of proposed exploration points and notify Underground Service Alert of intent to dig in accordance with State law.

3. Task 2 – Field Exploration
    a. Propose to explore subsurface conditions by drilling a total of 9 borings with depths ranging between 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

4. Task 3 – Laboratory Testing
    a. Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils.
    b. The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
    a. Results of field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 1,950.00
b.	Task 2	$ 6,650.00
c.	Task 3	$ 6,000.00
d.	Task 4	$ 6,138.00
e.	Total	$ 20,738.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within three (3) weeks following completion of field work.

KOURY
ENGINEERING
& TESTING, INC.

ATTACHMENT "1"

January 5, 2016

Jimmy Riordan
Program Manager - Tilden Coil Constructors
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA

Subject: Proposal for Geotechnical Study
Cerritos Community College
Performing Arts Center
(Proposal No. 15-0967)

Dear Mr. Riordan:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a Geotechnical Study for a new Performing Arts Center to be located on the Cerritos college campus. The purpose of our geotechnical study is to evaluate the subsurface soil conditions at the site in order to provide geotechnical recommendations for design and construction of the proposed improvements. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal, including the scope of work document from the Structural Engineer;
- An aerial map with the proposed building layout and boring locations;
- Our site visit to assess accessibility of the site; and
- Similar past projects performed for several community colleges.

BACKGROUND AND PROJECT UNDERSTANDING

Koury understands the proposed project consists of constructing a Performing Arts Center south of Falcon Square and west of the Fine Arts Center building. We understand that the existing performing Arts Center will be demolished to make room for the new building. The proposed building has a footprint area of about 65,500 square feet.

Architectural and structural design details for the building were not provided. Based on our review of the available geologic information, we anticipate the subsurface conditions at the site to consist of artificial fill underlain by young alluvium deposits consisting of interbedded silty sand, sandy silt and clay. The site is reported as being located within an area identified by the State of California as subject to liquefaction hazard. Groundwater is anticipated to be encountered at depths of approximately 26 feet below the existing ground surface.

SCOPE OF SERVICES AND METHODOLOGY

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to provide geotechnical recommendations for design and construction.

Task 1 – Background Review

We will review readily available geologic maps and existing studies covering the site and/or immediate vicinity. We will also perform a site reconnaissance to observe existing conditions and select proposed exploration point locations.

We will mark the locations of our proposed exploration points and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations. A reasonable effort will be made during the marking of the boring locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

The California 2013 building code generally requires one exploration point per 5,000 square feet of building footprint. Based on our knowledge of the site conditions and your request, we propose to explore the subsurface conditions by drilling a total of 9 borings with depths ranging between about 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

Our typical sampling intervals will be 2, 5, 8 and 10 feet, then every 5 feet thereafter to full depths explored. The number of blows necessary to drive a Standard Penetration Test (SPT) sampler and/or a modified-California sampler will be recorded. The depth to groundwater will be measured at the completion of drilling, if encountered.

Task 3 - Laboratory Testing

Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils. The laboratory tests to be performed may include the following:

- Moisture and density;
- #200 sieve wash and/or gradation for soil classification;
- Direct Shear;
- Consolidation;
- Expansion Index for shallow clay soils;
- Atterberg Limits; and
- Corrosivity (Soluble sulfate, soluble chloride, pH, and resistivity tests).

The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

Task 4 – Geotechnical Engineering Analysis and Report Preparation (Deliverables)

The results of our field exploration, laboratory tests, and engineering analysis, will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. Upon request, we can provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report where applicable. One pdf copy and two hard bound copies of the final geotechnical report will be provided for your use. At this time, we anticipate that our report will include the following items:

- Vicinity Map and Site Plan showing the approximate boring locations;
- Geology Map, Fault Map, Seismic Hazard, and Flood Map;
- Logs of borings and CPTs;
- Results of laboratory tests;
- Discussion of general site surface and subsurface conditions;
- Seismic hazard analysis to estimate the earthquake magnitude, peak ground acceleration and provide CBC seismic factors;
- Recommendations for site preparation, earthwork, fill and compaction requirements;
- Temporary excavation recommendations;
- Recommendations for shallow and deep foundation design;
- Recommendations for retaining walls;
- Recommendations for slab on grade;
- Preliminary recommendations for pavement design and construction; and,
- Preliminary evaluation of the corrosion potential of the on site soils.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided and the site is accessible with truck-mounted drilling equipment and a CPT rig.
- Utility plans for the site will be provided to Koury prior to marking the locations of soil borings;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork will be coordinated with Tilden-Coil Constructors, and can be performed during daylight hours and the weekdays;
- Post-report services are not included except as indicated in the fee estimate; and
- Additional works that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark and clear our boring locations. The fieldwork is anticipated to take three days to complete. Our report should be completed within about 5 weeks following the completion of the fieldwork. The work schedule can be compressed if needed to meet the College deadlines.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,750 .Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Exploratory Borings (subcontract drilling rig)	$ 4,350.00
Cone Penetration Tests (CPTs subcontracted)	$ 2,300.00
Field Services - boring layout, utility clearance and field personnel	$ 1,950.00
Laboratory Testing	$ 3,200.00
Engineering Analyses	$ 2,800.00
Report Preparation (draft and final)	$ 4,200.00
Response to the College & its consultants' comments & to CGS comments	$ 950.00
Total	**$ 19,750.00**

+ $988.00 for compressed report schedule

CLOSURE

1/7/2016

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our scope of work does not include environmental assessment or environment sampling. No percolation tests are planned unless specifically requested.

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project. If you have any questions, please contact us.

Please do not hesitate to contact Bridget Sherman, Sr. Project Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

BR Sherman

Bridget Sherman
Senior Project Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0967**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Project Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333 - Mobile

~~General Conditions~~

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KET against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to $10,000 or an amount equal to KET's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KET; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KET and Client and are not binding upon KET. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.

The Master Fee Schedule of Rates, Terms & Conditions and General Conditions set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature	Koury Representative Signature
Title	Title
Date	Date

KOURY
ENGINEERING
& TESTING, INC.

Corporate Office
14280 Euclid Ave
Chino, CA 91710

Branch Office
7975 Raytheon Rd Ste. 270
San Diego, CA 92111

Branch Office
17800 S. Main St. Ste. 302
Gardena, CA 90248







Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Campus Wide Utility Investigation Services for Bond Implementation**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Utility Investigation Services for Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **One Hundred Eleven Thousand Five Hundred Thirty Five and 00/100 Dollars ($111,535.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Campus Wide Utility Location Services for Bond Implementation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Aug. 31, 2015	Dated: Aug 25, 2015
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 28, 2015 (5 pages) attached hereto and made a part of this PAA by reference.

KOURY
ENGINEERING
& TESTING, INC.

July 28, 2015

Jimmy Riordan
Program Manager
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0630
Cerritos Campus Wide GPR/Mapping

Dear Mr. Riordan:

Koury Engineering & Testing submits this proposal for the Cerritos College Utility Investigation, Mapping, & CCTV project. Our proposal is based on the enclosed estimated hourly breakdown and the Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

SCOPE OF WORK

Koury will complete a complete campus wide utility investigation of all existing utilities, see Exhibit A.

Koury will locate and map the horizontal and vertical locations of all lines.

A CCTV report of all Sewer and storm drain is also included in this proposal that will show the condition of the lines.

A CAD file and PDF will be provided to our client upon completion of the field work.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Bridget Sherman
Business Development Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Terms & Conditions, Exhibit A

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0630**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
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Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos Campus Wide GPR/Mapping

15-0630

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Lead Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	160.00	Hours	$175.00	$28,000.00
Locating | Assistant Technician	Certified Trained Assistant	160.00	Hours	$110.00	$17,600.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	20.00	Hours	$170.00	$3,400.00
				Locating Estimate Total:	$49,000.00

Mapping

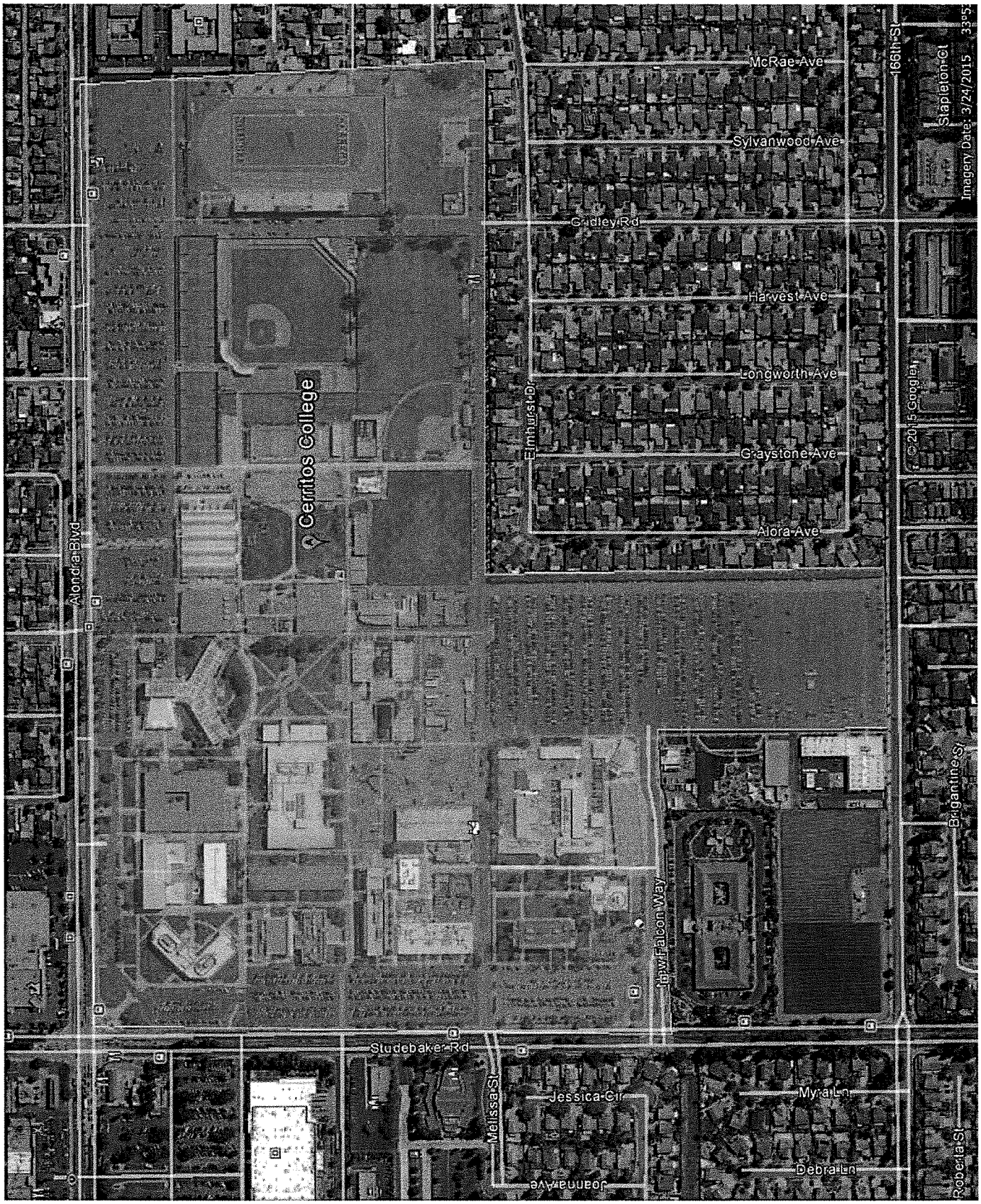
Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	120.00	Hours	$205.00	$24,600.00
Drafting	In-House Drafting in Auto CAD	120.00	Hours	$85.00	$10,200.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	15.00	Hours	$85.00	$1,275.00
				Mapping Estimate Total:	$36,075.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	80.00	Hours	$310.00	$24,800.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	8.00	Hours	$170.00	$1,360.00
				CCTV Estimate Total:	$26,160.00

Admin

Name	Description	Qty	Unit	Rate	Extended
Certified Payroll	Certified Payroll Reports	4.00	Per Week	$75.00	$300.00
				Admin Estimate Total:	$300.00
				Estimate Total:	$111,535.00


McRae Ave
Sylvanwood Ave
Gridley Rd
Harvest Ave
Longworth Ave
Graystone Ave
Alora Ave
Cerritos College
Elmhurst Dr
Alondra Blvd
166th St
Stapleton Ct
Imagery Date: 3/24/2015 33°5
© 2015 Google
Brigantine St
Falcon Way
Studebaker Rd
Melissa St
Jessica Cir
Joanna Ave
Myra Ln
Debra Ln
Roberta St

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 19, 2015**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Campus Wide Utility Investigation Services for Bond Implementation** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional utility investigation services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **August 19, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Fourteen Thousand Five Hundred Sixty and 00/100 Dollars ($14,560.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 5/18, 2016

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: 5/27, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding additional Utility Investigation Services project (5 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Locating Services
3. Task 2 – Mapping Services
4. Task 3 – CCTV Services
5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 7,860.00
    b. Task 2 $ 3,820.00
    c. Task 3 $ 2,880.00
    d. Total $ 14,560.00
9. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

KOURY
ENGINEERING
& TESTING, INC.

Job No. 15-0734

Primary Contact
Jimmy Riordan

Job Name: Cerritos College Utility Investigation, Mapping, & CCTV
Prevailing Wage

Scope of Work

Phase 5:

A section of the of the campus was not previously known by C Below to be a part of the campus (see Southwest Phase exhibit A in
orange). This price covers Utility Locating, CCTV, and Mapping of the entire Orange section.

KOURY
ENGINEERING
& TESTING, INC.

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Supervising Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	24.00	Hours	$175.00	$4,200.00
Locating | Locating Technician	Certified Trained Assistant	24.00	Hours	$110.00	$2,640.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	6.00	Hours	$170.00	$1,020.00
				Locating Estimate Total:	$7,860.00

Mapping

Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	12.00	Hours	$205.00	$2,460.00
Drafting	In-House Drafting in Auto CAD	12.00	Hours	$85.00	$1,020.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	4.00	Hours	$85.00	$340.00
				Mapping Estimate Total:	$3,820.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	8.00	Hours	$310.00	$2,480.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	2.00	Hours	$200.00	$400.00
				CCTV Estimate Total:	$2,880.00

Estimate Total:	$14,560.00

KOURY
ENGINEERING
& TESTING, INC.

General Terms and Conditions for Services

Provided by C Below, Inc.
For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

ANTICIPATED COSTS
CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime.
The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

MINIMUM CHARGES
All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

WORKING HOURS
CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm.
For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas.
Overtime hour charges shall be in one-hour increments.

SCHEDULING & CANCELLATION
A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply.
If services are canceled less than 24-hours before the scheduled start time, a fee of $75 per technician will apply.

PREVAILING WAGE
The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

CERTIFIED PAYROLL
Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of $75.00.

C.O.D.
Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

TERMS OF PAYMENT
The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid.
All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI.
CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement.
In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

INSURANCE
CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of $150 will apply for each document required and will be invoiced to the Client.

REIMBURSABLE EXPENSES
Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%.
Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%.
Business license fees for project specific requirements will be invoiced at cost plus 15%.

SERVICE AUTHORIZATION
Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

PROPOSAL VALID DURATION
Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

KOURY
ENGINEERING
& TESTING, INC.

Notes
If time is allowed complete this portion as well.

Please review the following page on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

C Below Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Nick Loera at nickl@cbelow.com or fax to 909-606-6555. After C Below receives this signed agreement, Dispatch will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!


ew Falcon Way
© 2015 Google
Google
1994
Imagery Date: 3/24/2015 33°52'53.29" N 118°05'49.13" W elev 72 ft eye alt

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **July, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study to Improve and/or Rehabilitate Parking Lots** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A**, Koury proposal for preliminary geotechnical study for parking lot improvements/rehabilitation dated 6/25/15."

4. **Term**. Consultant shall commence providing Services under this PAA on **July 15, 2015**, and will diligently perform as required and complete performance by **November 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee not to exceed **Nineteen Thousand Seven Hundred** Dollars **($19,700.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study to Improve or Rehabilitate parking lots at Cerritos College

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 6/14, 2015

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference attached proposal from Tommy Wright, VP Sales & Marketing, Koury Engineering & Testing, Inc. to Jeffery Carreon, Program Manager, Tilden-Coil Construction, Cerritos Community College District dated June 25, 2015 regarding geotechnical study to improve and/or rehabilitate parking lots (4 pages; other pages intentionally omitted).

KOURY
ENGINEERING
& TESTING, INC.

June 25, 2015

Mr. Jeffery Carreón
Program Manager
Tilden-Coil Construction
Cerritos Community College Program

Subject: **Proposal for Preliminary Geotechnical Study for Parking Lot Improvements/Rehabilitation Cerritos Community College 11110 Alondra Boulevard, Norwalk, CA (Proposal No. 15-0534)**

Dear Mr. Carreón:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a geotechnical study to improve or rehabilitate the Parking Lots at Cerritos College. The purpose of our geotechnical study is to evaluate the existing asphalt concrete, the aggregate base and subsurface soil conditions within the parking lots in order to provide geotechnical recommendations for improvement/rehabilitation as needed. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal;
- Our observation of site conditions;
- Site plan provided by you; and
- Prior experience with this type of investigation and analysis.

BACKGROUND AND PROJECT UNDERSTANDING

The Cerritos campus contains 12 parking lots (C-1 through C-12) and additional parking stalls along Gridley Road and Old Falcon Way. The parking lots range in size from about 30 by 40 feet in plan (8 stalls) to approximately 490 by 1280 feet (1975 stalls), and all the parking lot stalls combined add up to 4,211 stalls. Koury understands that the proposed improvement/rehabilitation of the existing parking lots will include removal and reconstruction, grinding and overlay and resealing of the existing asphalt to prolong its life.

SCOPE OF SERVICES

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to evaluate the pavement conditions and to provide recommendations for rehabilitation/reconstruction.

Task 1 – Background Review

We will review readily-available geotechnical and geologic maps and existing studies covering the site, and select proposed coring/exploration locations.

We will mark the locations of our proposed field explorations and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations.

A reasonable attempt will be made during the marking of the field exploration locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

We propose to explore the existing asphalt conditions by performing one day of coring (about 15 cores) and hand augering below the pavement surface to check the aggregate base thickness, to classify the upper two feet of soils and to obtain samples for laboratory testing and analysis. Furthermore, we propose to drill shallow borings utilizing hollow stem auger drilling equipment (about 15 borings). The borings will be drill to a depth of about 4 to 5 feet below the pavement surface. Soil samples will be obtained for laboratory testing. Following coring and drilling, the holes will be backfilled and the asphalt will be cold patched.

Task 3 – Deflection Testing

To determine the present strength of the existing pavement and the anticipated remaining life, deflection testing will be performed. The data will aid to prepare recommendations to extend a pre-determined pavement life based on today deflection and predicted future traffic.

The deflection testing consists of gathering non-destructive pavement deflection data. The data will be collected using a falling-weight deflectometer. At each test point we propose to perform one seating drop to ensure proper contact with the pavement and three drops with a load of about 9,000 lbs. Deflections will be recorded from the sensors of the loading plate. We propose to perform one day of deflection testing; we anticipate the test point spacing to range between 100 and 200 feet (California Test 356 requires a reading every 80 meters and a minimum of 21 readings per lane).

Task 4 – Visual Survey

We propose to perform a visual survey by walking the parking lots and recording the pavement conditions such as type of cracks, rutting, depression, patching, pavement erosion, raveling, potholes and localized failures. We will note the limit of structural changes that are readily visible, the absence of gutters and other information related to the pavement performance and conditions at the time of the survey.

Task 5 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the asphalt and subsurface soils. The laboratory tests to be performed may include the following:

- Moisture content of the soils;
- Density of the selected asphalt cores;
- Grain-size distribution or #200 wash tests for soil classification; and
- R-value testing of fine-grained soils, if applicable.

The selected type and frequency of laboratory testing will depend on the nature of the asphalt and soils encountered.

Task 6 – Geotechnical Engineering Analysis and Report Preparation

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. The geotechnical design report will summarize our findings and provide our conclusions and recommendations pertaining to the existing and design pavement sections and recommendations for the rehabilitation of existing pavement. We will provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report. Two copies of the final report will be provided for your use.

At this time, we anticipate that our report will include the following items:

- Vicinity map and site plan showing the approximate exploration locations;
- Logs of coring and boring;
- Discussion of drainage conditions;
- Discussion of subsurface conditions;
- Discussion of pavement conditions and cracking;
- Results of laboratory tests;
- Recommendations for rehabilitation of pavement sections;
- Recommendations for site preparation, earthwork, and compaction specifications.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork can be performed during daylight hours;
- **Post-report** services are not included in the base fee; and
- Responses to review agencies or additional work that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark the core and borehole locations and have them cleared by Underground Service Alert. The fieldwork is anticipated to take four days to complete. Our report should be completed within approximately four weeks following the completion of the fieldwork.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,700. Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Explorations – coring (subcontracted)	$ 1,000.00
Field Exploration – borings (subcontracted)	$ 1,600.00
Field Services - coring layout, utility clearance, and field personnel	$ 1,750.00
Visual Survey	$ 900.00
Laboratory Testing	$ 1,600.00
Engineering Analyses	$ 1,250.00
Report Preparation	$ 2,950.00
Deflection Testing	$ 8,650.00
Total	**$19,700.00**

LIMITATIONS

6/25/15

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our study does not include any environmental evaluation.

This proposal may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time.

CLOSURE

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
VP Sales & Marketing
tommyw@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Master Fee Schedule of Rates, Terms & Conditions

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **5th** day of **March**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Closeout Services for District-wide Project Certification**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. DSA Uncertified Projects

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **Thirty-Two Thousand and 00/100 Dollars ($32,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Closeout Services for District-wide Project Certification

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 3/16, 20 15

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 3/10, 20 15

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 17, 2014 (3 pages) attached hereto and made a part of this PAA by reference.

14P011-01

KOURY
ENGINEERING
& TESTING, INC.

July 17, 2014

Cerritos CCD
Tilden-Coil Constructors
Attn: Jeff Carreon & Martha Walsworth
11110 Alondra Blvd.
Norwalk, CA 90650

RE: PROPOSAL FOR DSA CLOSEOUT SERVICES

PROJECT: VARIOUS PROJECTS - KOURY PROJECT #13-0000

Dear Mr. Carreon & Ms. Walsworth,

Koury Engineering & Testing, Inc ("KET") is pleased to submit our proposal to provide closeout services for district-wide project certification to Cerritos Community College District ("District"). Our objective is to closeout the open DSA projects with certification by March 2015.

In Summary, KET proposes to provide the following services to the District:

- Review Close of File letters;
- Review DSA Project Tracker;
- Order project files;
- Review project files to see if any of the missing documents can be retrieved;
- List documents missing;
- Review Certification guide;
- Review Legacy guide;
- Review applicable codes;
- Make a final list of documents required in order to archieve certification for the District's review.
- Hire and coordinate with Structural Engineer

The following pages are a detailed summary of the projects Koury will be assisting closeout. If you have any questions, please contact our Closeout Project Manager, Natassia Melendrez at (909) 538-3053.

Regards,

Jessica Suzuki

Mrs. Jessica Suzuki
Project Manager

DSA Closeout Services for Cerritos CCD
Koury Project #13-0000

Description	Qty	Unit	Rate	Amount
Project Closeout Fees				
DSA Application #03-64062				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-64042				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50114				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-52993				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-51315				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-59740				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50815				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-61976				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-106486				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-105508				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-108190				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**

DSA Closeout Services for Cerritos CCD

DSA Application #03-112202					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-100962					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-114206					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
Misc. Application #s					
Project Manager - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 95.00	$	1,900.00
Admin - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 45.00	$	900.00
Project Manager - Closeout *(April, May, June & July)*	100	Hourly	$ 95.00	$	9,500.00
DSA Copying Fees for Plans		Estimate		$	1,400.00
Contingency for Possible Testing/Inspection		Estimate		$	5,000.00
Total				**$**	**18,700.00**

Task Summary & Total Estimated Fees

TOTAL PROJECT CLOSEOUT FEES	**$**	**32,000.00**

Cerritos College

Contract No. 14P011

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Koury Engineering & Testing Inc.
ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: bridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave
Chino, CA 91710

Telephone: 909/606-6111

Facsimile: 909/606-6555

E-Mail: BridgetS@Kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794329
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Project Assignment Agreement No. 8 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Energy Management System**

ACTION

It is recommended that the Board of Trustees ratify Project Assignment Agreement No. 8 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Energy Management System.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $25,537.52; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

PROJECT ASSIGNMENT AGREEMENT NO. 8 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE CAMPUS ENERGY MANAGEMENT SYSTEM
KOURY ENGINEERING & TESTING, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements

specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 8 arises out of Cerritos College's desire to obtain the necessary inspection and materials testing for the Campus Energy Management System. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, geotechnical and construction observation including material testing, soil testing, and site visits.

Period: The time period will be from August 1, 2016 through March 31, 2018.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 8 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Draft of Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Draft of Project Assignment Agreement No. 6 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 5 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 4 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College

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PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Energy Management System** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Energy Management System

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 1, 2016** and will diligently perform as required and complete performance by **March 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Five Thousand Five Hundred Thirty-Seven and 52/100 Dollars ($25,537.52**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Energy Management System

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

DRAFT

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Energy Management System Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
    a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
    b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
    c. Documenting removal areas and depths
    d. Observing and testing compaction of subgrades for flatwork
    e. Review mix design for concrete
    f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
    g. Observe, inspect, sample and test reinforcing steel used on project site
    h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
    i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
    a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
    a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 7,485.52
b.	Material Inspection	$ 12,540.00
c.	Laboratory Material Testing	$ 2,092.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 25,537.52

9. Schedule
    a. August 1, 2016 – March 31, 2018

Cerritos College DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Central Plant Expansion** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Central Plant Expansion

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016** and will diligently perform as required and complete performance by **January 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand Three Hundred Sixty-Nine and 04/100 Dollars ($28,369.04**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Central Plant Expansion

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

---

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue
Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

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Cerritos College

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Central Plant Expansion Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
    a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
    b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
    c. Documenting removal areas and depths
    d. Observing and testing compaction of subgrades for flatwork
    e. Review mix design for concrete
    f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
    g. Observe, inspect, sample and test reinforcing steel used on project site
    h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
    i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
    a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
    a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 9,229.04
b.	Material Inspection	$ 13,860.00
c.	Laboratory Material Testing	$ 1,860.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 28,369.04

9. Schedule
    a. October 1, 2016 – January 31, 2018

Cerritos College

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PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Inspection and Material Testing, Press Box Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Press Box Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A.**"

4. **Term**. Consultant shall commence providing Services under this PAA on **August 2016** and will diligently perform as required and complete performance by **January 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Ten Thousand Six Hundred Sixty-Nine and 12/100 Dollars ($10,699.12**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical & Inspection and Material Testing, Press Box Upgrade

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Tommy Wright
Print Title: Acting VP of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2016 regarding Geotechnical & Inspection & Matrial Testing Proposed Press Box Upgrade Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Geotechnical Monitoring
    a. Construction observation and testing – Asphalt paving, Utility Trench, Subgrade compaction
    b. Laboratory soils testing

3. Task 2 – Materials Testing
    a. Concrete, steel erection, rebar fabrication, GPR services, steel fabrication

4. Task 3 – Laboratory Materials Testing
    a. Concrete cylinder compressions, rebar bend & tensile, Mix design

5. Task 4 – Project Coordination

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 2,227.12
b.	Material Inspection	$ 5,020.00
c.	Laboratory Material Testing	$ 582.00
d.	Project Coordination	$ 2,820.00
e.	Total	$ 10,699.12

9. Schedule
    a. August 2016 – January 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **March, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016** and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Sixty-One Thousand One Hundred Forty-One and 00/100 Dollars ($61,141.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Wayfinding

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 4/1, 2016	Dated: 3/29, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Tommy Wright, Vice President of Corporate Development, Koury Engineering, Inc. to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 27, 2016 regarding Inspection & Material Testing Proposed Campus Wayfinding Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed t the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Take 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 11,495.00
b.	Material Inspection	$ 44,220.00
c.	Laboratory Material Testing	$ 1,866.00
d.	Project Coordination	$ 3,560.00
e.	Total	$ 61,141.00

9. Schedule
   a. April 1, 2016 – December 31, 2016

KOURY
ENGINEERING
& TESTING, INC.

January 27, 2016

Tilden-Coil Constructors, Inc.
Dang Le
Project Engineer
Cerritos Community College Program
11110 Alondra Blvd, Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0867
Cerritos College - Wayfinding

Dear Mr. Dang Le:

Koury Engineering & Testing submits this proposal for the Cerritos College - Wayfinding project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Cerritos College Wayfinding" project:

1. A set of project Architectural Plans and specification for Cerritos College Wayfinding; Prepared by QDG Architecture, dated 11/05/2015

Based on our review of the drawings, we understand that the project consists of Cerritos College Wayfinding and associated site work. The construction will include metal structure signage supported by concrete footings.

Geotechnical aspects of this project consist of rough grading, subgrade preparation for the flatworks, and footing excavation.

During construction, Koury will provide geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills
- Documenting removal areas and depths
- Observing and testing compaction of subgrades for flatwork
- Performing required soil laboratory tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project
- Review mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel used on project site
- Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
- Conduct batch plant inspection during concrete operation
- Preparing, upon receiving the client's written request, one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared, no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. The accuracy of the provided estimate can be affected by:

- Contractor's and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of $61,141.00.

1/28/2016
1/27/16 RG

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

~~To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.~~

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
Vice President of Corporate Development
TommyW@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0867**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos College - Wayfinding

15-0867

Cerritos College - Wayfinding: Proposal Prepared Using Plans 11/05/2015

Description		Qty	Unit	Rate	Amount
Geotechnical Monitoring					
Soils Technician - Construction Observation and Testing					
Grading (Fill & Scarification)		60	Hourly	$ 82.50	$ 4,950.00
Footing Excavation Observation		64	Hourly	$ 82.50	$ 5,280.00
Nuclear Gauge		19	Daily	$ 35.00	$ 665.00
LABORATORY SOILS TESTING					
Geotechnical Laboratory Testing - Max Density	Estimate				$ 600.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES					**$ 11,495.00**
Materials Inspection					
Concrete - Footings/ Pads	(Includes Rebar Inspection)	124	Hourly	$ 82.50	$ 10,230.00
Concrete - Misc, Aprons, Ramps & Epoxy Bolts/Anchor Systems, etc.		144	Hourly	$ 82.50	$ 11,880.00
Misc Steel Erection - Welding & Bolting		72	Hourly	$ 82.50	$ 5,940.00
Concrete - Batch Plant		112	Hourly	$ 82.50	$ 9,240.00
Rebar Fabrication Plant - Tagging & Sampling		4	Hourly	$ 82.50	$ 330.00
Steel Fabrication Shop		80	Hourly	$ 82.50	$ 6,600.00
TOTAL ESTIMATED INSPECTION FEES					**$ 44,220.00**
Laboratory Materials Testing					
Concrete Cylinder Compression Tests		56	Sample	$ 21.00	$ 1,176.00
Rebar Bend & Tensile Tests		12	Sample	$ 45.00	$ 540.00
Mix Design Review		1	Mix	$ 150.00	$ 150.00
TOTAL ESTIMATED LABORATORY FEES					**$ 1,866.00**
PROJECT COORDINATION					
Final Geotechnical Verified Report DSA-293		1	Each	$ 1,000.00	$ 1,000.00
Final Laboratory Verified Report DSA-291		1	Each	$ 500.00	$ 500.00
Final Special Inspection Verified Report DSA-292		3	Each	$ 100.00	$ 300.00
Senior Engineer		4	Hourly	$ 130.00	$ 520.00
Staff Engineer		4	Hourly	$ 100.00	$ 400.00
Project Manager - Field Supervisor		6	Hourly	$ 95.00	$ 570.00
Admin		6	Hourly	$ 45.00	$ 270.00
TOTAL PROJECT COORDINATION FEES					**$ 3,560.00**

Task Summary and Total Estimated Fees	
Geotechnical Inspection Fees	$ 11,495.00
Material Inspection Fees	$ 44,220.00
Laboratory Testing Fees	$ 1,866.00
Project Coordination	$ 3,560.00
	$ 61,141.00

MASTER SCHEDULE OF FEES

Prevailing Wage *

INSPECTORS

Materials Inspector	*(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)*	$	82.50	Per Hour
Building Inspector	*(Wood Construction)*	$	82.50	Per Hour
Building Inspector	*(MEP)*	$	82.50	Per Hour
Specialty Inspector	*(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)*	$	Quote	Per Hour
Soils Inspector	*(Soils, Asphalt, Piles)*	$	82.50	Per Hour
Soils Inspector	*(LA Deputy Grading Inspector)*	$	95.00	Per Hour
Nuclear Gauge Equipment		$	35.00	Per Day
Soils Inspector Mileage		$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)			Equal to Rate of Service	

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment	*(Torque, Pull, Pachometer,Schmidt Hammer, Coring))*	$	110.00	Per Hour
Asst. Lab Technician		$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT		$	97.50	Per Hour
Ground Penetrating Radar – Technician		$	250.00	Per Hour
Utility Locating – Technician		$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)		$	110.00	Per Hour
Radiography Technician		$	95.00	Per Hour
Radiography Truck		$	195.00	Per Shift
Radiography Film		$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant		$	60.00	Per gallon
Parking (if necessary)		$	Cost Plus 20%	
Travel Time		$	Equal to Rate of Service	
Mileage		$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	$	65.00	Per Day
Equipment - Multiplier	$	15.00	Per Day
Equipment – Schmidt Hammer	$	40.00	Per Day
Equipment – Dry Film Thickness Gauge	$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube	$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod	$	20.00	Per Day
Equipment – Air-Entrainment	$	20.00	Per Day
Equipment – Windsor Probe	$	15.00	Per Day
Equipment – Truck Charge	$	55.00	Per Day
Equipment – Epoch	$	Quote	Per Day
Equipment – Coring	$	Quote	Per Day
Equipment - Relative Humidity Probes	$	55.00	Per Probe
Isotope Depletion 314	$	18.00	Each
Hazardous Waste Disposal	$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	$	500.00	Per Hour
Saturday Laboratory Operations per hour	$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	$	100.00	Per Hour

* Master Agreement hourly rates shall prevail should there be a variance between propsed rates and Master Agreement rates.

ASTM	Physical Characteristics			
SOIL AND AGGREGATE				
C29	Unit Weight	$	45.00	Each
D4829	Expansion Index	$	95.00	Each
C117, D1140	#200 Wash	$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	$	185.00	Each
D4318	Atterberg Limits	$	110.00	Each
D2435	Consolidation	$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)	$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	$	95.00	Each
D854	Specific Gravity (Soil)	$	95.00	Each
D2216	Moisture Content	$	15.00	Each
D2216	Moisture Content Quick #200	$	30.00	Each
D3080	Direct Shear (3 Points)	$	200.00	Each
D3080	Direct Shear Remolded sample (3 points)	$	280.00	Each
D1557-A,B	Maximum Density	$	135.00	Each
D1557-C	Maximum Density	$	145.00	Each
D2844, CTM 301	R-Value (3 Points)	$	300.00	Each
CTM 229	Durability Index (coarse & fine)	$	250.00	Each
CTM 229	Durability Index (coarse OR fine)	$	150.00	Each
C142	Clay Lumps & Friable Particles	$	120.00	Each
D3744, CT 229	Durability Indext for Coarse Aggregates	$	150.00	Each
CHEMICAL PROPERTIES				
CTM 643	Resistivity	$	75.00	Each
CTM 643	pH	$	50.00	Each
CTM 417	Sulphate	$	60.00	Each
CTM 422	Chloride	$	60.00	Each
CTM 643, 417, 422	Corrosivity Series	$	185.00	Each
ASPHALT CONCRETE				
C192	Review of Existing Mix Design	$	150.00	Each
D136	Gradation of Extracted Sample	$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL	$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point		Quote	
CONCRETE				
C39	Concrete Cylinders Compression Test (6" x 12")	$	21.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	$	21.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)	$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	$	250.00	Set
C495	Lightweight Fill Concrete Density	$	35.00	Each
C138	Density (Unit Weight) of Concrete	$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method)	$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)	$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	$	35.00	Each
F2170	Relative Humidity Probe	$	55.00	Each
A615	Chemical Analysis	$	300.00	Each
F2170	Relative Humidity	$	55.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
MASONRY				
BLOCK				
C780	Mortar Cylinders (2" x 4")	$	21.00	Each
C109	Mortar Cubes (2" x 2")	$	21.00	Each
C1019	Grout Prisms (3" x 6")	$	21.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	$	95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	$	120.00	Each
C140	Moisture Content as Received each	$	50.00	Each
C140	Absorption, 3 Required	$	40.00	Each
C140	Measurements	$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	$	80.00	Each
C42	Masonry Core – Compression	$	55.00	Each
C42	Masonry Core – Shear	$	75.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
BRICK				
C67	Compression	$	40.00	Each
C67	Modulus of Rupture	$	50.00	Each
C67	Absorption, Soak	$	30.00	Each
C67	Absorption, Boil	$	30.00	Each
C67	Absorption, Saturation Coefficient	$	40.00	Each
C67	Initial Rate of Absorption	$	40.00	Each
C67	Efflorescence	$	55.00	Each
C67	Efflorescence with Mortar	$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	45.00	Each
A615/A706	Tensile No. 14 Bar	$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	$	45.00	Each
A615/A706	Bend No.14 Bar	$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	$	250.00	Each
A706	Chemical Analysis	$	300.00	Each
A615/A706	Deformation Compliance	$	55.00	Each
A615/A706	Cut To Size (for testing)	$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	80.00	Each
A615/A706	Tensile No. 14 Bar	$	100.00	Each
A615/A706	Tensile No. 18 Bar	$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	$	55.00	Each
A370/F606	Bolt Proof Test	$	45.00	Each
A370/F606	Nut Proof Test	$	45.00	Each
A370/F606	Nelson Stud Tensile Test	$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	$	135.00	Each
E10	Brinell Hardness Test	$	45.00	Each
E18	Rockwell Hardness Test	$	45.00	Each
A370/F606	Coupon Tensile Test	$	40.00	Each
A370/F606	Coupon Bend Test	$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	$	45.00	Ea. Pc
A90	Metal Deck Coating	$	115.00	Each
A370/F606	Machining & Preparation of Samples	$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	$	125.00	Each
	Sample Preparation (Grease Removal)	$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	$	60.00	Each
	Mineral Shake – Flexural	$	40.00	Each
	Mineral Shake – Absorption	$	30.00	Each
	Tagging, Material Id and Sampling Tiles	$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	$	600.00	Per 1/2 Day
Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft)	$	0.06	Sq/Ft
Floor Flatness (Over 20,000 sq/ft)	$	0.05	Sq/Ft
Floor Flatness Final Report	$	200.00	Each
Additional Technician *(if necessary)*	$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	$	150.00	Each
Review Welding Procedure Qualification (PQR) report	$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials Inspector Rate		
Weld Tensile Test Plate (1-inch thick or less)	$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	$	70.00	Each
Weld Tensile Test Rebar #3 through #9	$	90.00	Each
Weld Macro Etch Rebar #3 through #9	$	70.00	Each
Weld Tensile Test Rebar #10 through #14	$	125.00	Each
Weld Macro Etch Rebar #10 through #14	$	110.00	Each
Weld Tensile Test Rebar #18	$	275.00	Each
Weld Macro Etch Rebar #18	$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	$	130.00	Per Hour
Staff Engineer/Geologist	$	100.00	Per Hour
Project Manager / Field Supervisor	$	95.00	Per Hour
Administration	$	45.00	Per Hour
Drafter	$	85.00	Per Hour
Test Technicians Lab – Materials	$	65.00	Per Hour
Certified Payroll	$	75.00	Per Week
Court Appearance (4-Hour Minimum)	$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	$	100.00	Each
Interim Report from Engineer	$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	$	300.00	Each
Report for Special Services / Off Site Testing	$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	$	1,000.00	Each
Pad Certificate Report	$	1,500.00	Each
Utility Trench Compaction Report	$	2,500.00	Each
Wall Backfill Report	$	1,500.00	Each
Monthly Interim In-Grading Report	$	1,000.00	Each
Pile/Shoring Monitoring Report	$	2,000.00	Each
Plan Review (Grading/ Foundation)	$	1,000.00	Each
Extra Stamped Reports	$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study, Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016** and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Thousand Seven Hundred Thirty-Eight and 00/100 Dollars ($20,738.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study, Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016	Dated: Jan 22, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 5, 2016 regarding Geotechnical Study Proposed Performing Arts Center Project (7 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review readily available geologic maps and existing studies covering the site or immediate vicinity
    b. Mark locations of proposed exploration points and notify Underground Service Alert of intent to dig in accordance with State law.

3. Task 2 – Field Exploration
    a. Propose to explore subsurface conditions by drilling a total of 9 borings with depths ranging between 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

4. Task 3 – Laboratory Testing
    a. Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils.
    b. The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
    a. Results of field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 1,950.00
b.	Task 2	$ 6,650.00
c.	Task 3	$ 6,000.00
d.	Task 4	$ 6,138.00
e.	Total	$ 20,738.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within three (3) weeks following completion of field work.

KOURY
ENGINEERING
& TESTING, INC.

ATTACHMENT "1"

January 5, 2016

Jimmy Riordan
Program Manager - Tilden Coil Constructors
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA

Subject: Proposal for Geotechnical Study
Cerritos Community College
Performing Arts Center
(Proposal No. 15-0967)

Dear Mr. Riordan:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a Geotechnical Study for a new Performing Arts Center to be located on the Cerritos college campus. The purpose of our geotechnical study is to evaluate the subsurface soil conditions at the site in order to provide geotechnical recommendations for design and construction of the proposed improvements. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal, including the scope of work document from the Structural Engineer;
- An aerial map with the proposed building layout and boring locations;
- Our site visit to assess accessibility of the site; and
- Similar past projects performed for several community colleges.

BACKGROUND AND PROJECT UNDERSTANDING

Koury understands the proposed project consists of constructing a Performing Arts Center south of Falcon Square and west of the Fine Arts Center building. We understand that the existing performing Arts Center will be demolished to make room for the new building. The proposed building has a footprint area of about 65,500 square feet.

Architectural and structural design details for the building were not provided. Based on our review of the available geologic information, we anticipate the subsurface conditions at the site to consist of artificial fill underlain by young alluvium deposits consisting of interbedded silty sand, sandy silt and clay. The site is reported as being located within an area identified by the State of California as subject to liquefaction hazard. Groundwater is anticipated to be encountered at depths of approximately 26 feet below the existing ground surface.

SCOPE OF SERVICES AND METHODOLOGY

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to provide geotechnical recommendations for design and construction.

Task 1 – Background Review

We will review readily available geologic maps and existing studies covering the site and/or immediate vicinity. We will also perform a site reconnaissance to observe existing conditions and select proposed exploration point locations.

We will mark the locations of our proposed exploration points and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations. A reasonable effort will be made during the marking of the boring locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

The California 2013 building code generally requires one exploration point per 5,000 square feet of building footprint. Based on our knowledge of the site conditions and your request, we propose to explore the subsurface conditions by drilling a total of 9 borings with depths ranging between about 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

Our typical sampling intervals will be 2, 5, 8 and 10 feet, then every 5 feet thereafter to full depths explored. The number of blows necessary to drive a Standard Penetration Test (SPT) sampler and/or a modified-California sampler will be recorded. The depth to groundwater will be measured at the completion of drilling, if encountered.

Task 3 - Laboratory Testing

Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils. The laboratory tests to be performed may include the following:

- Moisture and density;
- #200 sieve wash and/or gradation for soil classification;
- Direct Shear;
- Consolidation;
- Expansion Index for shallow clay soils;
- Atterberg Limits; and
- Corrosivity (Soluble sulfate, soluble chloride, pH, and resistivity tests).

The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

Task 4 – Geotechnical Engineering Analysis and Report Preparation (Deliverables)

The results of our field exploration, laboratory tests, and engineering analysis, will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. Upon request, we can provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report where applicable. One pdf copy and two hard bound copies of the final geotechnical report will be provided for your use. At this time, we anticipate that our report will include the following items:

- Vicinity Map and Site Plan showing the approximate boring locations;
- Geology Map, Fault Map, Seismic Hazard, and Flood Map;
- Logs of borings and CPTs;
- Results of laboratory tests;
- Discussion of general site surface and subsurface conditions;
- Seismic hazard analysis to estimate the earthquake magnitude, peak ground acceleration and provide CBC seismic factors;
- Recommendations for site preparation, earthwork, fill and compaction requirements;
- Temporary excavation recommendations;
- Recommendations for shallow and deep foundation design;
- Recommendations for retaining walls;
- Recommendations for slab on grade;
- Preliminary recommendations for pavement design and construction; and,
- Preliminary evaluation of the corrosion potential of the on site soils.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided and the site is accessible with truck-mounted drilling equipment and a CPT rig.
- Utility plans for the site will be provided to Koury prior to marking the locations of soil borings;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork will be coordinated with Tilden-Coil Constructors, and can be performed during daylight hours and the weekdays;
- Post-report services are not included except as indicated in the fee estimate; and
- Additional works that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark and clear our boring locations. The fieldwork is anticipated to take three days to complete. Our report should be completed within about 5 weeks following the completion of the fieldwork. The work schedule can be compressed if needed to meet the College deadlines.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,750 .Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Exploratory Borings (subcontract drilling rig)	$ 4,350.00
Cone Penetration Tests (CPTs subcontracted)	$ 2,300.00
Field Services - boring layout, utility clearance and field personnel	$ 1,950.00
Laboratory Testing	$ 3,200.00
Engineering Analyses	$ 2,800.00
Report Preparation (draft and final)	$ 4,200.00
Response to the College & its consultants' comments & to CGS comments	$ 950.00
Total	**$ 19,750.00**

+ $988.00 for compressed report schedule

CLOSURE

1/7/2016

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our scope of work does not include environmental assessment or environment sampling. No percolation tests are planned unless specifically requested.

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project. If you have any questions, please contact us.

Please do not hesitate to contact Bridget Sherman, Sr. Project Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

BR Sherman

Bridget Sherman
Senior Project Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0967**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Project Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333 - Mobile

~~General Conditions~~

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KET against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to $10,000 or an amount equal to KET's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KET; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KET and Client and are not binding upon KET. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.

The Master Fee Schedule of Rates, Terms & Conditions and General Conditions set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature	Koury Representative Signature
Title	Title
Date	Date

KOURY
ENGINEERING
& TESTING, INC.

Corporate Office
14280 Euclid Ave
Chino, CA 91710

Branch Office
7975 Raytheon Rd Ste. 270
San Diego, CA 92111

Branch Office
17800 S. Main St. Ste. 302
Gardena, CA 90248







Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Campus Wide Utility Investigation Services for Bond Implementation**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Utility Investigation Services for Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **One Hundred Eleven Thousand Five Hundred Thirty Five and 00/100 Dollars ($111,535.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Campus Wide Utility Location Services for Bond Implementation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Aug. 31, 2015	Dated: Aug 25, 2015
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 28, 2015 (5 pages) attached hereto and made a part of this PAA by reference.

KOURY
ENGINEERING
& TESTING, INC.

July 28, 2015

Jimmy Riordan
Program Manager
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0630
Cerritos Campus Wide GPR/Mapping

Dear Mr. Riordan:

Koury Engineering & Testing submits this proposal for the Cerritos College Utility Investigation, Mapping, & CCTV project. Our proposal is based on the enclosed estimated hourly breakdown and the Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

SCOPE OF WORK

Koury will complete a complete campus wide utility investigation of all existing utilities, see Exhibit A.

Koury will locate and map the horizontal and vertical locations of all lines.

A CCTV report of all Sewer and storm drain is also included in this proposal that will show the condition of the lines.

A CAD file and PDF will be provided to our client upon completion of the field work.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Bridget Sherman
Business Development Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Terms & Conditions, Exhibit A

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0630**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos Campus Wide GPR/Mapping

15-0630

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Lead Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	160.00	Hours	$175.00	$28,000.00
Locating | Assistant Technician	Certified Trained Assistant	160.00	Hours	$110.00	$17,600.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	20.00	Hours	$170.00	$3,400.00
				Locating Estimate Total:	$49,000.00

Mapping

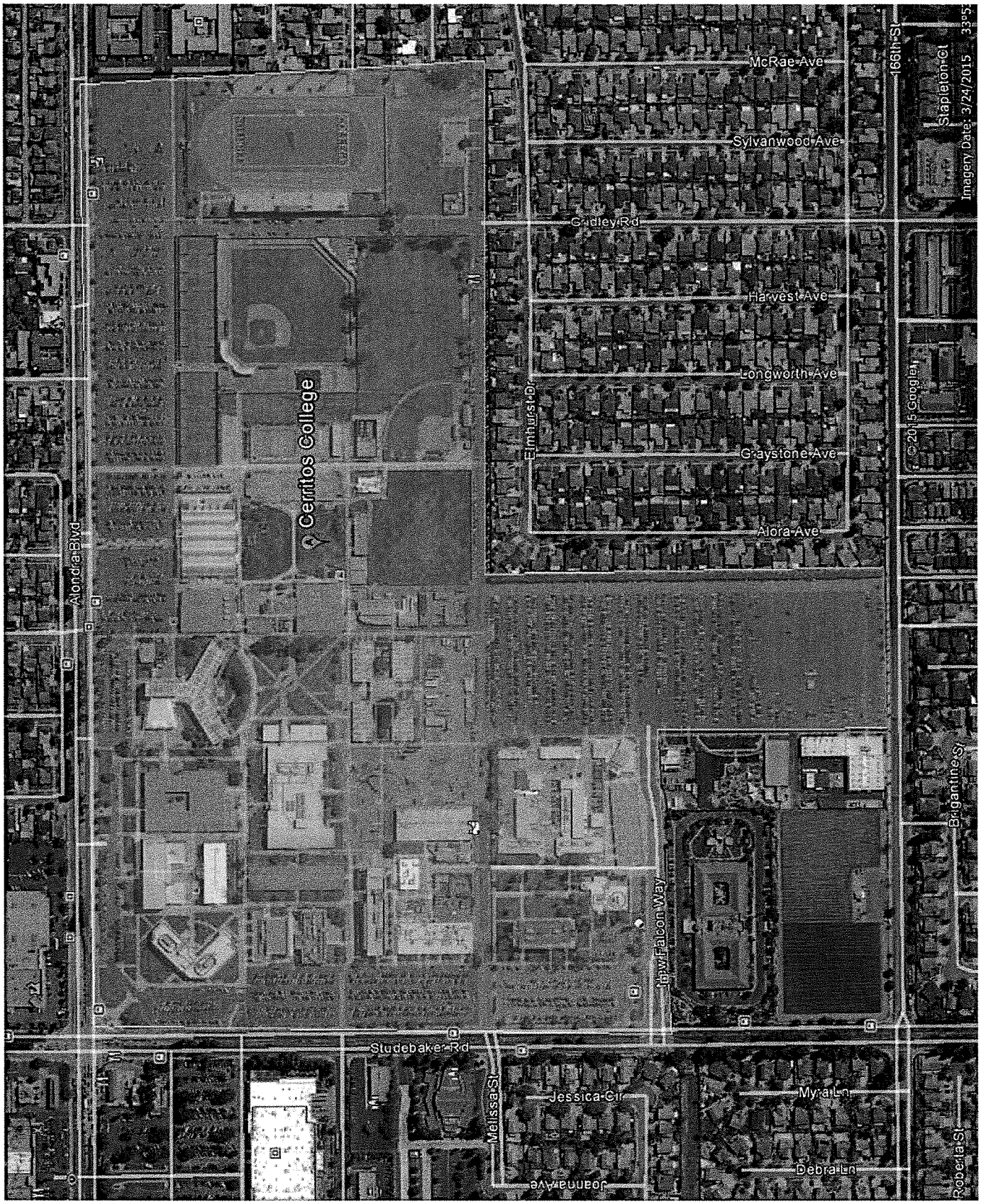
Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	120.00	Hours	$205.00	$24,600.00
Drafting	In-House Drafting in Auto CAD	120.00	Hours	$85.00	$10,200.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	15.00	Hours	$85.00	$1,275.00
				Mapping Estimate Total:	$36,075.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	80.00	Hours	$310.00	$24,800.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	8.00	Hours	$170.00	$1,360.00
				CCTV Estimate Total:	$26,160.00

Admin

Name	Description	Qty	Unit	Rate	Extended
Certified Payroll	Certified Payroll Reports	4.00	Per Week	$75.00	$300.00
				Admin Estimate Total:	$300.00
				Estimate Total:	$111,535.00


McRae Ave
Sylvanwood Ave
Gridley Rd
Harvest Ave
Longworth Ave
Graystone Ave
Alora Ave
Cerritos College
Elmhurst Dr
Alondra Blvd
166th St
Stapleton Ct
Imagery Date: 3/24/2015 33°5
© 2015 Google
Brigantine St
Falcon Way
Studebaker Rd
Melissa St
Jessica Cir
Joanna Ave
Myra Ln
Debra Ln
Roberta St

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 19, 2015**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Campus Wide Utility Investigation Services for Bond Implementation** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional utility investigation services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **August 19, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Fourteen Thousand Five Hundred Sixty and 00/100 Dollars ($14,560.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 5/18, 2016

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: 5/27, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding additional Utility Investigation Services project (5 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Locating Services
3. Task 2 – Mapping Services
4. Task 3 – CCTV Services
5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 7,860.00
    b. Task 2 $ 3,820.00
    c. Task 3 $ 2,880.00
    d. Total $ 14,560.00
9. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

KOURY
ENGINEERING
& TESTING, INC.

Job No. 15-0734

Primary Contact
Jimmy Riordan

Job Name: Cerritos College Utility Investigation, Mapping, & CCTV
Prevailing Wage

Scope of Work

Phase 5:

A section of the of the campus was not previously known by C Below to be a part of the campus (see Southwest Phase exhibit A in
orange). This price covers Utility Locating, CCTV, and Mapping of the entire Orange section.

KOURY
ENGINEERING
& TESTING, INC.

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Supervising Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	24.00	Hours	$175.00	$4,200.00
Locating | Locating Technician	Certified Trained Assistant	24.00	Hours	$110.00	$2,640.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	6.00	Hours	$170.00	$1,020.00
				Locating Estimate Total:	$7,860.00

Mapping

Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	12.00	Hours	$205.00	$2,460.00
Drafting	In-House Drafting in Auto CAD	12.00	Hours	$85.00	$1,020.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	4.00	Hours	$85.00	$340.00
				Mapping Estimate Total:	$3,820.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	8.00	Hours	$310.00	$2,480.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	2.00	Hours	$200.00	$400.00
				CCTV Estimate Total:	$2,880.00

Estimate Total:	$14,560.00

KOURY
ENGINEERING
& TESTING, INC.

General Terms and Conditions for Services

Provided by C Below, Inc.
For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

ANTICIPATED COSTS
CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime.
The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

MINIMUM CHARGES
All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

WORKING HOURS
CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm.
For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas.
Overtime hour charges shall be in one-hour increments.

SCHEDULING & CANCELLATION
A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of $75 per technician will apply.
If services are canceled less than 24-hours before the scheduled start time, a fee of $75 per technician will apply.

PREVAILING WAGE
The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

CERTIFIED PAYROLL
Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of $75.00.

C.O.D.
Projects totaling less than $5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

TERMS OF PAYMENT
The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid.
All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI.
CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement.
In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

INSURANCE
CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of $150 will apply for each document required and will be invoiced to the Client.

REIMBURSABLE EXPENSES
Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%.
Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%.
Business license fees for project specific requirements will be invoiced at cost plus 15%.

SERVICE AUTHORIZATION
Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

PROPOSAL VALID DURATION
Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

KOURY
ENGINEERING
& TESTING, INC.

Notes
If time is allowed complete this portion as well.

Please review the following page on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

C Below Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Nick Loera at nickl@cbelow.com or fax to 909-606-6555. After C Below receives this signed agreement, Dispatch will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS!


ew Falcon Way
© 2015 Google
Google
1994
Imagery Date: 3/24/2015 33°52'53.29" N 118°05'49.13" W elev 72 ft eye alt

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **July, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study to Improve and/or Rehabilitate Parking Lots** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A**, Koury proposal for preliminary geotechnical study for parking lot improvements/rehabilitation dated 6/25/15."

4. **Term**. Consultant shall commence providing Services under this PAA on **July 15, 2015**, and will diligently perform as required and complete performance by **November 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee not to exceed **Nineteen Thousand Seven Hundred** Dollars **($19,700.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study to Improve or Rehabilitate parking lots at Cerritos College

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 6/14, 2015

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference attached proposal from Tommy Wright, VP Sales & Marketing, Koury Engineering & Testing, Inc. to Jeffery Carreon, Program Manager, Tilden-Coil Construction, Cerritos Community College District dated June 25, 2015 regarding geotechnical study to improve and/or rehabilitate parking lots (4 pages; other pages intentionally omitted).

KOURY
ENGINEERING
& TESTING, INC.

June 25, 2015

Mr. Jeffery Carreón
Program Manager
Tilden-Coil Construction
Cerritos Community College Program

Subject: **Proposal for Preliminary Geotechnical Study for Parking Lot Improvements/Rehabilitation Cerritos Community College 11110 Alondra Boulevard, Norwalk, CA (Proposal No. 15-0534)**

Dear Mr. Carreón:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a geotechnical study to improve or rehabilitate the Parking Lots at Cerritos College. The purpose of our geotechnical study is to evaluate the existing asphalt concrete, the aggregate base and subsurface soil conditions within the parking lots in order to provide geotechnical recommendations for improvement/rehabilitation as needed. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal;
- Our observation of site conditions;
- Site plan provided by you; and
- Prior experience with this type of investigation and analysis.

BACKGROUND AND PROJECT UNDERSTANDING

The Cerritos campus contains 12 parking lots (C-1 through C-12) and additional parking stalls along Gridley Road and Old Falcon Way. The parking lots range in size from about 30 by 40 feet in plan (8 stalls) to approximately 490 by 1280 feet (1975 stalls), and all the parking lot stalls combined add up to 4,211 stalls. Koury understands that the proposed improvement/rehabilitation of the existing parking lots will include removal and reconstruction, grinding and overlay and resealing of the existing asphalt to prolong its life.

SCOPE OF SERVICES

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to evaluate the pavement conditions and to provide recommendations for rehabilitation/reconstruction.

Task 1 – Background Review

We will review readily-available geotechnical and geologic maps and existing studies covering the site, and select proposed coring/exploration locations.

We will mark the locations of our proposed field explorations and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations.

A reasonable attempt will be made during the marking of the field exploration locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

We propose to explore the existing asphalt conditions by performing one day of coring (about 15 cores) and hand augering below the pavement surface to check the aggregate base thickness, to classify the upper two feet of soils and to obtain samples for laboratory testing and analysis. Furthermore, we propose to drill shallow borings utilizing hollow stem auger drilling equipment (about 15 borings). The borings will be drill to a depth of about 4 to 5 feet below the pavement surface. Soil samples will be obtained for laboratory testing. Following coring and drilling, the holes will be backfilled and the asphalt will be cold patched.

Task 3 – Deflection Testing

To determine the present strength of the existing pavement and the anticipated remaining life, deflection testing will be performed. The data will aid to prepare recommendations to extend a pre-determined pavement life based on today deflection and predicted future traffic.

The deflection testing consists of gathering non-destructive pavement deflection data. The data will be collected using a falling-weight deflectometer. At each test point we propose to perform one seating drop to ensure proper contact with the pavement and three drops with a load of about 9,000 lbs. Deflections will be recorded from the sensors of the loading plate. We propose to perform one day of deflection testing; we anticipate the test point spacing to range between 100 and 200 feet (California Test 356 requires a reading every 80 meters and a minimum of 21 readings per lane).

Task 4 – Visual Survey

We propose to perform a visual survey by walking the parking lots and recording the pavement conditions such as type of cracks, rutting, depression, patching, pavement erosion, raveling, potholes and localized failures. We will note the limit of structural changes that are readily visible, the absence of gutters and other information related to the pavement performance and conditions at the time of the survey.

Task 5 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the asphalt and subsurface soils. The laboratory tests to be performed may include the following:

- Moisture content of the soils;
- Density of the selected asphalt cores;
- Grain-size distribution or #200 wash tests for soil classification; and
- R-value testing of fine-grained soils, if applicable.

The selected type and frequency of laboratory testing will depend on the nature of the asphalt and soils encountered.

Task 6 – Geotechnical Engineering Analysis and Report Preparation

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. The geotechnical design report will summarize our findings and provide our conclusions and recommendations pertaining to the existing and design pavement sections and recommendations for the rehabilitation of existing pavement. We will provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report. Two copies of the final report will be provided for your use.

At this time, we anticipate that our report will include the following items:

- Vicinity map and site plan showing the approximate exploration locations;
- Logs of coring and boring;
- Discussion of drainage conditions;
- Discussion of subsurface conditions;
- Discussion of pavement conditions and cracking;
- Results of laboratory tests;
- Recommendations for rehabilitation of pavement sections;
- Recommendations for site preparation, earthwork, and compaction specifications.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork can be performed during daylight hours;
- **Post-report** services are not included in the base fee; and
- Responses to review agencies or additional work that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark the core and borehole locations and have them cleared by Underground Service Alert. The fieldwork is anticipated to take four days to complete. Our report should be completed within approximately four weeks following the completion of the fieldwork.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,700. Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Explorations – coring (subcontracted)	$ 1,000.00
Field Exploration – borings (subcontracted)	$ 1,600.00
Field Services - coring layout, utility clearance, and field personnel	$ 1,750.00
Visual Survey	$ 900.00
Laboratory Testing	$ 1,600.00
Engineering Analyses	$ 1,250.00
Report Preparation	$ 2,950.00
Deflection Testing	$ 8,650.00
Total	**$19,700.00**

LIMITATIONS

6/25/15

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our study does not include any environmental evaluation.

This proposal may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time.

CLOSURE

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
VP Sales & Marketing
tommyw@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Master Fee Schedule of Rates, Terms & Conditions

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **5th** day of **March**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Closeout Services for District-wide Project Certification**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. DSA Uncertified Projects

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **Thirty-Two Thousand and 00/100 Dollars ($32,000.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Closeout Services for District-wide Project Certification

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 3/16, 20 15

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 3/10, 20 15

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 17, 2014 (3 pages) attached hereto and made a part of this PAA by reference.

14P011-01

KOURY
ENGINEERING
& TESTING, INC.

July 17, 2014

Cerritos CCD
Tilden-Coil Constructors
Attn: Jeff Carreon & Martha Walsworth
11110 Alondra Blvd.
Norwalk, CA 90650

RE: PROPOSAL FOR DSA CLOSEOUT SERVICES

PROJECT: VARIOUS PROJECTS - KOURY PROJECT #13-0000

Dear Mr. Carreon & Ms. Walsworth,

Koury Engineering & Testing, Inc ("KET") is pleased to submit our proposal to provide closeout services for district-wide project certification to Cerritos Community College District ("District"). Our objective is to closeout the open DSA projects with certification by March 2015.

In Summary, KET proposes to provide the following services to the District:

- Review Close of File letters;
- Review DSA Project Tracker;
- Order project files;
- Review project files to see if any of the missing documents can be retrieved;
- List documents missing;
- Review Certification guide;
- Review Legacy guide;
- Review applicable codes;
- Make a final list of documents required in order to archieve certification for the District's review.
- Hire and coordinate with Structural Engineer

The following pages are a detailed summary of the projects Koury will be assisting closeout. If you have any questions, please contact our Closeout Project Manager, Natassia Melendrez at (909) 538-3053.

Regards,

Jessica Suzuki

Mrs. Jessica Suzuki
Project Manager

DSA Closeout Services for Cerritos CCD
Koury Project #13-0000

Description	Qty	Unit	Rate	Amount
Project Closeout Fees				
DSA Application #03-64062				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-64042				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50114				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-52993				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-51315				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-59740				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50815				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-61976				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-106486				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-105508				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-108190				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**

DSA Closeout Services for Cerritos CCD

DSA Application #03-112202					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-100962					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-114206					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
Misc. Application #s					
Project Manager - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 95.00	$	1,900.00
Admin - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 45.00	$	900.00
Project Manager - Closeout *(April, May, June & July)*	100	Hourly	$ 95.00	$	9,500.00
DSA Copying Fees for Plans		Estimate		$	1,400.00
Contingency for Possible Testing/Inspection		Estimate		$	5,000.00
Total				**$**	**18,700.00**

Task Summary & Total Estimated Fees

TOTAL PROJECT CLOSEOUT FEES	**$**	**32,000.00**

Cerritos College

Contract No. 14P011

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Koury Engineering & Testing Inc.
ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: bridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave
Chino, CA 91710

Telephone: 909/606-6111

Facsimile: 909/606-6555

E-Mail: BridgetS@Kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794329
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**
Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $101,652; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

REPORT SUMMARY
Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

PROJECT ASSIGNMENT AGREEMENT NO. 7 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE CENTRAL PLANT EXPANSION PROJECT
THE VINEWOOD COMPANY, LLC
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On January 28, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with The Vinewood Company, LLC for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 7 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Central Plant Expansion project funded by GO Bond

allocations. The Vinewood Company, LLC's services includes, but is not limited to, providing daily inspection and reports as a Class 3 Inspector for the Central Plant Expansion project.

Period: The time period will be from October 1, 2016 through January 31, 2018.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 6 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 5 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 4 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 3 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 2 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 1 to Contract No. 13P035 – The Vinewood Company, LLC
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC

Cerritos College DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **September 22, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Central Plant Expansion** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Central Plant Expansion

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred One Thousand Six Hundred Fifty-Two and 00/100 ($101,652.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

DRAFT

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**The Vinewood Company, LLC**
By: _____	By: _____
Print Name: Noorali Delawalla	Print Name: Howard Mason
Print Title: Acting VP of Business Services	Print Title: Principal In Charge

DRAFT

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

DRAFT

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1
    a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
    b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
    a. Services $ 101,652.00

5. Schedule
    a. October 2016 – January 2018

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 3	$62.50	$2.00	**$64.50**	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **July 20, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **EMS Upgrade** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) EMS Upgrade

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Four Thousand, Two Hundred Thirty Two and 00/100 ($104,232.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 8-16-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: August 4, 2016

The Vinewood Company, LLC

By:

Print Name: Howard Mason

Print Title: Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__X__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 26, 2016 regarding Certified DSA Inspection Services Proposed EMS Upgrade Project (3 pages), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1 –
   a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
   b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
   a. Services $ 104,232.00

5. Schedule
   a. August 2016 – March 2018

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 3	$62.50	$2.00	**$64.50**	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **March 17, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Campus Wayfinding** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Campus Wayfinding

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Forty-Four Thousand One Hundred Eighteen and 00/100 ($44,118.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated:	4/29, 2016	Dated:	4-26, 2016
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "2"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated November 12, 2015 regarding Certified DSA Inspection Services Proposed Campus Wayfinding Project (1 page), attached hereto by this reference as "ATTACHMENT 2".

2. Task 1 –
    a. Provide inspection services as requested by the District, excluding any and all special inspections that are required.
    b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
    a. Services $ 44,118.00

5. Schedule
    a. March 2016 – February 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 2	$67.50	$2.00	**$69.50**	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

November 12, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 2 Inspector for Cerritos Community College,** Wayfinding Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **March 1, 2016** through **December 31, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

This proposal assumes a $2.00 per hour Director of Industrial Relations rate increase in July 2016. The actual rate modification for 2016 will be adjusted once the DIR makes its determination.

DSA Class 2 oversight will be provided at the not to exceed cost of $44,118.00 without prior approval of the Construction Project Manager. The proposed amount of $44,118.00 is valid contingent upon the Shade Structure project being assigned to the Vinewood Company and the two projects are constructed concurrently.

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

1/22/2016

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **March 17, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Shade Structures** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Shade Structures

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **One Hundred Eight Thousand Nine Hundred Seventy-Two and 50/100 ($108,972.50)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated:	4/29, 2016	Dated:	4-26, 2016
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "1"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to Robert Gonzalez, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 21, 2015 regarding Certified DSA Inspection Services Proposed Shade Structures at Seven Locations Project (1 page), attached hereto by this reference as ATTACHMENT "2".

2. Task 1 –
   a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required.
   b. Provide Inspector of Record Services in accordance with the State of California, Division of State Architect Office of Regulatory Services
   c. Provide all reports required by the Division of State Architect including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.

3. Includes Prevailing Wages as required by law for all field labor/work.

4. Cost of Professional Services
   a. Services $ 108,972.50

5. Schedule
   a. April 2016 – July 2017

6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

INSPECTOR CERTIFICATION	ORIGINAL HOURLY RATE(S) PER AGREEMENT	MODIFCATION	CURRENT HOURLY RATE(S)	NOTES
Project Inspector Class 2	$67.50	$2.00	**$69.50**	Prevailing wage increase (July 2015).

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the duration of the given PROJECT. As such, the DISTRICT shall not be subject to any future prevailing wage determination increases for the given Project Assignment Agreement. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

October 21, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 2 Inspector for Cerritos Community College,** Shade Structure Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services for **DSA # 3-116281, 116282, 116283 and 116284 File # 19-C10.**

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **March 14, 2016** through **May 31, 2017** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $69.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $69.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. The rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

DSA Class 2 oversight will be provided at the not to exceed cost of $108,972.50 without prior approval of the Construction Project Manager.

This proposal reflects an anticipated Director of Industrial Relations rate increase of $2.00 per hour effective July 7, 2016.

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

11/12/15

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 12, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Press Box Mechanical Upgrade** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Press Box Mechanical Upgrade

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT.

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Eight Thousand Seven Hundred Seventy-Two and 00/100 Dollars ($8,772.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated:	11/30, 2015	Dated:	11/24, 2015
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "1"

1. Reference INSPECTOR'S proposal dated November 10, 2015 (2 pages, with noted District changes), attached hereto and made a part of this PAA by this reference.

PRESS BOX

The Vinewood Company LLC

Celebrating Service to Education Since 1980

November 10, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College,** Press Box Project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **February 9, 2016** through **March 31, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of $64.50. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The $64.50 Rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of $104.25 per hour through (12) hours, $139.00 per hr. thereafter.

The $104.25 per hr. rates applies to services required on Saturday, excluding holidays. A rate of $139.00 per hour for all work in excess of 12 hours required on Saturdays.

A rate of $139.00 per hour will apply to services required on Sundays and holidays.

DSA Class 3 oversight will be provided at the not to exceed cost of ~~$8,256.00~~ $8,772.00 without prior approval of the Construction Project Manager.

Services will be billed ~~once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.~~ per Master Agreement. NDR
JM (TCC)

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

11-12-15

11/12/15

Balance Sheet

Description

Inspection Services for Cerritos College Press Box Project
DSA # 3-
Class 3 DSA IOR

Starting Balance $8,772.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 15 Days - 4 hours per day		$3,870.00	$4,902.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 19 Days - 4 hours per day		$4,902.00	$0.00

Receivable	$0.00
Payables	$8,772.00
Current Balance	$0.00

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **October 19, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Gym Team Room Additions** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Gym Team Room Additions

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Fourteen Thousand, Nine-Hundred Sixty-Four and 00/100 Dollars ($14,964.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated:	11/9, 2015	Dated:	10-24, 2015
Cerritos Community College District		**The Vinewood Company, LLC**	
By:		By:	
Print Name:	Dr. David El Fattal	Print Name:	Howard Mason
Print Title:	Vice President of Business Services	Print Title:	Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x__ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "1"

1. Reference INSPECTOR'S proposal dated October 6, 2015 (2 pages), attached hereto and made a part of this PAA by this reference.

The Vinewood Company LLC

Celebrating Service to Education Since 1980

Job Name: Gym Team Rooms
New PO#: (Y) N
PO#: TBD CO#: _____
FUND: _____
_____
_____
Notes: _____
_____

October 6, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College, Gymnasium Team Room Additions.**

We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **February 22, 2015** through **May 11, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of **$64.50**. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The **$64.50** rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of **$96.75** per hour through (12) hours, **$129.00** per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The **$96.75** per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. **$129.00** per hour for all work in excess of 12 hours required on Saturdays.

A rate of **$129.00** per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

This proposal reflects Director of Industrial Relations rate increase of $2.00 per hour effective July 6, 2015.

DSA Class 3 oversight will be provided at the not to exceed cost of $14,964.00 without prior approval of the Construction Project Manager.

RM (Ctd) 10/8/15

Services will be billed once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.

Respectfully Submitted,

John Beckton
The Vinewood Company, LLC

10/8/15

Balance Sheet

Description

Inspection Services for Cerritos College Gymnasium Team Room Addition
Class 3 DSA IOR

Starting Balance $14,964.00

Date	Item Description	Received	Payment	Balance
3/1/2016	TVCMSCC0016-000 (Projected Billing) 6 Days at 4 hours per day		$1,548.00	$13,416.00
4/1/2016	TVCMSCC0016-000 (Projected Billing) 23 Days at 4 hours per day		$5,934.00	$7,482.00
5/1/2016	TVCMSCC0016-000 (Projected Billing) 21 Days at 4 hours per day		$5,418.00	$2,064.00
6/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days at 4 hours per day		$2,064.00	$0.00
	We have allocated 4 hours per day for project verification			

Receivable	$0.00
Payables	$14,964.00
Current Balance	$0.00

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1

TO

MASTER INSPECTOR SERVICES AGREEMENT

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

DATED

JANUARY 28, 2015

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 6, 2015** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company, LLC** ("INSPECTOR"); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled "Master Inspector Services Agreement", **Contract No. 13P035** ("AGREEMENT") as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT's desire to obtain the necessary inspection services for the completion of the **Campus Landscape: Alondra & Studebaker** project which shall hereinafter be considered a formal "PROJECT" subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

WHEREAS, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. **Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

1) Campus Improvements: Landscape: Alondra & Studebaker

2. **Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

1) Division of State Architect Inspection

3. **Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

4. **Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services in agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as Attachment "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Twenty-Five Thousand, Eight-Hundred and 00/100 ($25,800.00)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

5. **Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 11/30, 2015	Dated: 11/24/15, 20___
Cerritos Community College District	**The Vinewood Company, LLC**
By:	By:
Print Name: Dr. David El Fattal	Print Name: Howard Mason
Print Title: Vice President of Business Services	Print Title: Principal In Charge

Information regarding Inspector:

License No.:

Address: 1854 Vinewood Street

La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
__x_ Limited Liability Company
____ Other: _____

260373328 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "1"

1. **Reference Consultant's proposal dated August 6, 2015 (2 pages, with noted District changes) attached hereto and made a part of this PAA by this reference.**

The Vinewood Company LLC

Celebrating Service to Education Since 1980

August 6, 2015

Cerritos Community College
11110 Alondra Avenue
Norwalk, California 90650-6298

Subject: Proposal to provide Certified DSA Inspection Services- **Class 3 Inspector for Cerritos Community College, Campus Improvements – Landscape Alondra & Studebaker.**

We are pleased to submit a proposal for the above referenced project consisting of 70 working days with an additional 30 days allowance per information provided by Tilden-Coil Constructors on September 2, 2015. We will utilize Raoul Madrid who is assisting Mark Smith on the Fine Arts and CIS/Math Projects to oversee the Landscape Project which will result in a project specific savings to the District. We have allocated 4 hours per day for project verification of the project.

Provide Inspector of Record services in accordance with the State of California, Division of the State Architect Office of Regulatory Services.

Provide inspection services required per State of California, Title 24, excluding any and all special inspections that are required **October 29, 2015** through **February 29, 2016** with consideration for services set forth herein during this term.

Provide all reports required by the Division of the State Architect. All reports will be copied to Cerritos Community College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of **$64.50**. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal.

The **$64.50** rate applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of **$96.75** per hour through (12) hours, **$129.00** per hr. thereafter. One (1) hour of travel time will be charged for all service days of less than six (6) hours.

The **$96.75** per hr. rates applies to services required on Saturday, excluding holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Saturday. **$129.00** per hour for all work in excess of 12 hours required on Saturdays.

A rate of **$129.00** per hour will apply to services required on Sundays and holidays. An eight (8) hour minimum charge is stipulated for all service requirements on Sunday and holidays.

This proposal reflects Director of Industrial Relations rate increase of $2.00 per hour effective July 6, 2015.

DSA Class 3 oversight will be provided at the not to exceed cost of $25,800.00 without prior approval of the Construction Project Manager.

Services will be billed ~~once monthly on or about the 1st of each month. The bill is due and payable upon completion of normal processing, not to exceed ten (30) calendar days.~~ per Master Agreement. Master Agreement hourly rates shall prevail should there be a variance between proposal rates and Master Agreement rates

Respectfully Submitted,

John Beckton

9/10/15

John Beckton
The Vinewood Company, LLC

Balance Sheet

Description

Inspection Services for Cerritos College Campus Improvements
Landscape Alondra & Studebaker
Class 3 DSA IOR

Starting Balance $25,800.00

Date	Item Description	Received	Payment	Balance
11/1/2015	TVCMSCC0015-000 (Projected Billing) 2 Days		$516.00	$25,284.00
12/1/2015	TVCMSCC0015-000 (Projected Billing) 18 Days		$4,644.00	$20,640.00
1/1/2016	TVCMSCC0015-000 (Projected Billing) 22 Days		$5,676.00	$14,964.00
2/1/2016	TVCMSCC0016-000 (Projected Billing) 20 Days		$5,160.00	$9,804.00
3/1/2016	TVCMSCC0016-000 (Projected Billing) 8 Days		$2,064.00	$7,740.00
	TVCMSCC0016-000 (Projected Billing) 30 Day allowance		$7,740.00	$0.00
	We have allocated 4 hours per day for project verification			

Receivable	$0.00
Payables	$25,800.00
Current Balance	$0.00

Cerritos College

Contract No. 13P035

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 met 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.

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The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:
The Vinewood Company

By: Howard E Mason Jr

Managing Member
Principal In Charge

DISTRICT:
Cerritos Community College District

By: _____

_____

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

INSPECTOR CERTIFICATION	HOURLY
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: **September 21, 2016**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Amendment to Project Assignment Agreement No. 17 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the Sports Field Restroom Project**

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building.

FISCAL IMPACT

The total contract sum shall be increased $10,780 for a new not-to-exceed amount of $25,060; this amount will be funded from the GO Bond. The Converse Professional Group, DBA Converse Consultants is headquartered in Monrovia, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 17 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE SPORTS FIELD RESTROOMS PROJECT THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants ("Converse") for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis.

Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On January 15, 2016, Cerritos College entered into Project Assignment Agreement No. 17 to obtain the necessary testing services for the Sports Field Restroom project which included, but was not limited to, geotechnical observation and testing, and material inspection and testing, as required.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 17 to allow for additional geotechnical observation and testing, and material inspection and testing for the Sports Field Restroom project at an off-site location. Originally, the District was going to contract with a different testing and inspection firm that previously had resources local to the fabrication plant in Central California; however, the firm is no longer available to provide services for the project.

Period: The time period of the PAA remains unchanged and is from April 1, 2016 through February 17, 2017.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 17 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 17 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants

Cerritos College

DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 17

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **September 22, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **January 15, 2016**, entitled **Project Assignment Agreement No. 17** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Sports Field Restroom** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **Material Testing and Inspection Services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **January 15, 2016** represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and INDEPENDENT CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set

forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **$10,780.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY INDEPENDENT CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

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DRAFT

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Converse Professional Group, DBA Converse Consultants	**Cerritos Community College District**
By: _____	By: _____
Print Name: Siva Sivathasan	Print Name: Noorali Delawalla
Print Title: Vice President/Principal Engineer	Print Title: Acting V.P. of Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 13, 2016 regarding Material Testing & Inspection Sports Field Restroom Project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Project Specific Reporting Requirements
    a. Material Testing and Inspection Services – Restroom Building

3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.

4. Includes workers' compensation insurance as required by law.

5. Cost of Professional Services
    a. **In Plant** Material Testing & Inspection Services $ 10,780.00
    b. Total $ 10,780.00

6. Schedule
    a. June 1, 2016 – September 30, 2016

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 17

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Testing and Inspection Services – Sports Field Restroom** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restroom

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016**, and will diligently perform as required and complete performance by **February 17, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fourteen Thousand Two Hundred Eighty and 00/100 Dollars ($14,280.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Testing & Inspection Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: January 27, 2016

The Converse Professional Group, DBA Converse Consultants

By: Sivathasan

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4020122 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Hector Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 20, 2015 (Revised) regarding Geotechnical Testing & Inspection Services Sports Field Restroom project (4 pages), attached hereto and incorporated herein by this reference as "ATTACHMENT 1".

2. Task 1 – Field testing Services (total of 112 hours)
   a. Project kick-off meeting
   b. Sample pick-up
   c. Soil Technician

3. Task 2 – Laboratory Testing Services
   a. Maximum dry density test (soil/asphalt)

4. Task 3 – Office Services
   a. Office support

5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Includes workers' compensation insurance as required by law.

8. Cost of Professional Services

a.	Task 1	$ 10,660.00
b.	Task 2	$ 540.00
c.	Task 3	$ 3,080.00
d.	Total	$ 14,280.00

9. Schedule
   a. April 1, 2016 – February 17, 2017

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 20, 2015 (Revised)

Mr. Peter Stavros
Project Engineer
Tilden-Coil Constructors, Inc.
c/o Cerritos Community College
11110 Alondra Boulevard
Norwalk, California 90650-6298

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL TESTING AND INSPECTION SERVICES**
Proposed Sports Field Restroom Project
Cerritos Community College
Norwalk, California
Converse Project No. 14-31-282-00(30/40)

Dear Mr. Stavros:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical and material testing and inspection services for the subject project.

The proposed project consists of construction of a relocatable masonry Sports Field Restroom at the Cerritos Community College campus in Norwalk, California. This proposal is based off the review of the information and plans provided via email on August 18, 2015.

This proposal is submitted with the understanding by both parties that our field services are subject to prevailing wage guidelines per Senate Bill 1999 (Chapter 881) effective January 1, 2001.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services.

Soils

1. Review soil reports, project plans, and specifications.
2. Review submitted on-site and imported materials to determine their suitability as fill materials.
3. Inspect bottom of excavations.
4. Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by Nuclear method according to ASTM

D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.

5. Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill material, fill placement, roadways, parking areas, walkways, subgrade, and backfill for utility trenches.
6. Review and provide laboratory testing on soil, backfill materials, aggregate base, under slab granular cushion, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill material from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
7. Prepare reports summarizing all observations and test results.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The cost estimate for Converse to perform the requested testing is **$14,280.00**. We have included the detailed breakdown of these services in the cost estimate form at the end of this proposal. These fees will be billed in accordance with the rates listed in our fee schedules as specified herein.

Our fees are based on the following:

- Our estimates are based on the construction schedule dated August 18, 2015 provided by the contractor.
- The hourly rates are based on an eight-hour day. Overtime will be charged in accordance with industry standards at 1.5 times the regular hourly rates (no overtime is anticipated or included in our estimate).
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.

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- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area. We make no other warranty, either expressed or implied.

We understand that this phase of the project is subjected to prevailing wage guidelines as defined by California Labor Code.

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Vice President/Principal Engineer

Encl: Cost Estimate, Fee Schedules, General Conditions
Dist: 1/Addressee (via email)

MM/SKS/jjl

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CONVERSE CONSULTANTS
222 East Huntington Drive, Suite 211
Monrovia, CA 91016
Telephone 626/930-1200
Fax 626/930-1212

Prevailing Wage Project

Cerritos College — **Project No.** 14-31-282-00(30/40)
Proposed Sports Field Restroom Project — **Date:** 08/20/15
Norwalk, California — (Revised)

COST ESTIMATE FOR TESTING AND INSPECTION :

FIELD TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Project kick-off Meeting	hour	4	$150.00	$600.00
Sample pick-up	hour	8	$70.00	$560.00
Soil Technician	hour	100	$95.00	$9,500.00
Subtotal:				$10,660.00

LABORATORY TESTING SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Maximum dry density test (soil/asphalt)	test	3	$180.00	$540.00
Subtotal:				$540.00

OFFICE SERVICES				
Task	**Unit**	**Number of Units**	**Unit Rate ($)**	**Cost ($)**
Office support	hour	12	$75.00	$900.00
Project manager/engineer	hour	6	$150.00	$900.00
Principal-in-charge	hour	4	$170.00	$680.00
Final verify report (lab, batch, steel, masonry, bolting, etc.)	report	2	$300.00	$600.00
Subtotal:				$3,080.00

COST ESTIMATE BREAKDOWN FOR MATERIAL INSPECTION AND TESTING

Field Testing Services:	**$10,660.00**
Laboratory Testing Services:	**$540.00**
Office Services:	**$3,080.00**
Total Cost for Material Inspection and Testing:	***$14,280.00***

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

12/23/15

12/23/15

Cerritos College

Contract No. 14P010

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering, Materials Testing Services & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **geotechnical analysis, recommendation and geotechnical**

inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by

Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Note Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

The Converse Professional Group, DBA Converse Consultants
ATTN: Sina K. Sivathasan
Address: 322 E. Huntington Dr., #211
Monrovia, CA 91016
Phone: 626-930-1200
Fax: 626-930-1212
Email: KSivathasan@conversecons ultants.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: December 23, 2014

Cerritos Community College District

By: _____

Print Name: DR. David EL Fattal

Print Title: Vice President of Business Services.

Dated: December 1, 2014

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva K. Sivathasan

Print Title: Vice President.

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. Reporting Requirements and Procedures.

A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. Prevailing Wages.

A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. Evaluation Criteria.

A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

E. Premium time and double time shall be calculated per the Director of Industrial Relations.

F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

EXHIBIT "A"

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Amendment to Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for the Sports Field Restroom Project**

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement for Engineering Services with Hall & Foreman, a Division of David Evans & Associates, Inc. for the Sports Field Restroom project.

FISCAL IMPACT

The total contract sum shall be increased $4,200 for a new not-to-exceed amount of $11,600; this amount will be funded from the GO Bond. Hall & Foreman, a Division of David Evans & Associates, Inc. is headquartered in Tustin, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 5 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR ENGINEERING SERVICES FOR THE SPORTS FIELD RESTROOMS PROJECT
HALL & FOREMAN, A DIVISION OF DAVID EVANS & ASSOCIATES, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Hall & Foreman, a Division of David Evans & Associates, Inc. for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost

estimates, fee to engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On December 1, 2014, Cerritos College entered into Project Assignment Agreement No. 5 to obtain the necessary topographic surveying and mapping services for the Sports Field Restroom project which included, but was not limited to, topographic surveying, mapping, and generation of an annotated topographic map of the area.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 5 to allow for additional surveying and mapping services on the Sports Field Restroom project.

Period: The end date of the PAA will be modified to December 10, 2014 through October 31, 2016.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 5 to Contract No. 14P005 – Hall & Foreman
Project Assignment Agreement No. 5 to Contract No. 14P005 – Hall & Foreman
Contract No. 14P005, Master Independent Consultant Agreement for Engineering Services, Hall & Foreman, a Division of David Evans & Associates, Inc.

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 5

UNDER

CONTRACT NO. 14P005

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, A DIVISION OF

DAVID EVANS AND ASSOCIATES, INC.

DATED

JULY 1, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **July 6, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Hall & Foreman, a Division of David Evans & Associates, Inc.** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 1, 2014**, entitled **Project Assignment Agreement No. 5** to Master Independent Consultant Agreement, **Contract No. 14P005** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Sports Field Restroom** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional surveying and mapping services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P005** dated **July 1,**

2014 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **December 1, 2014** represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and INDEPENDENT CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT

CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **$4,200.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY INDEPENDENT CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DRAFT

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Hall & Foreman, a Division of David Evans & Associates, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Linda Sandusky	Print Name: Noorali Delawalla
Print Title: Project Manager, Associate	Print Title: Acting V.P. of Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Linda Sandusky, Project Manager/Associate, Hall & Foreman, a Division of David Evans & Associates, Inc., to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated July 13, 2016 regarding construction surveying services proposed Sports Field Restroom Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Project Specific Reporting Requirements
    a. Surveying services for site restroom pad, pad certifications, sewer line and new sidewalk.

3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.

4. Includes Prevailing Wages as required by all for fall field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services
    a. Task 1 $ 4,200.00
    b. Total $ 4,200.00

7. Schedule
    a. August 1, 2016 – October 31, 2016

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR ENGINEERING SERVICES

CONTRACT NO. 14P005

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

HALL & FOREMAN, INC.

DATED JULY 1, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **December**, **2014**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of Oregon, and licensed to do business in the State of California, with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **July 1, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P005** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Topographic Surveying and Mapping Services – Sports Field Restrooms** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Sports Field Restrooms

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which

are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **December 10, 2014**, and will diligently perform as required and complete performance by **December 10, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee amount not to exceed **Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00)** . District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Topographic Surveying and Mapping Services

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By:

Print Name: DR. DAVID EL FAIAL

Print Title: VICE PRESIDENT OF BUSINESS SERVICES

Dated: Jan. 6, 2015

Hall & Foreman, Inc. a div. of David Evans and associates, Inc

By:

Print Name: Linda Sandusky

Print Title: Project Manager, Associate

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200

Tustin, CA 92780

Telephone: 714-665-4500

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

93-0661195
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated October 9, 2014 (3 pages), attached hereto and made a part of this PAA by this reference.

Job Name: LANDSCAPE
New PO#: Y / N
PO#: TBD CO#:
FUND: 42.1

Notes: 65056
6130

Hall & Foreman, Inc.
Engineering ▪ Planning ▪ Surveying

17782 17th Street, Suite 200
Tustin, CA 92780
Tel. 714-665-4500 Fax. 714-665-4501

To: **Cerritos College**
11110 Alondra Boulevard
Norwalk, CA 90650
562.860.2451 ext 2533

Project Code: II.050469-7055 **Ph. 55**
Job Description: Design Survey
Contract No: C05-1018B/PO#
Project: Sports Field Restroom Area

Attn: Jeff Carreon

Date: October 9, 2014

HFI will provide the following services per Peter Stavros's email and exhibited dated October 1, 2014:

1. Provide Topographic surveying and mapping services to prepare an annotated topo map for the area (Shaded Yellow per the Client's provided exhibit attached) depicted as "Sports Field Restroom Area." The following entities will also be identified and annotated on said Map. This scope of work does not include Ground Penetrating Radar (GPR).

   a. Plot ***Easements*** within said area. A Title Report was not provided prior to the preparation of this proposal. It will be assumed that no more than three (3) easements will need to be plotted within this area.
   If it is later determined (by Title Report supplied by **Client**) that there are more than three easements, HFI will discuss its findings with the Client and a possible Additional Service Authorization will be required.

   b. Locate and identify ***site finished grades*** (within the limits of dashed square).

   c. Locate and identify ***site paving elevations*** (within the limits of dashed square).

   d. Locate and identify ***above ground structures*** within said boundaries.

   e. Locate and identify ***adjacent building finished floor*** elevations.

   f. Locate and identify ***storm drain and sewer inverts*** at cleanouts and manholes.

The project deliverable will be one (1) set of fully annotated, stamped and signed topographic maps, along with a digital AutoCAD file (of the same).

Client agrees to compensate HFI for the above services in the amount of: **$7,400.00 LS**

TOTAL: $7,400.00 LS

JM (TCC)
10/16/14

The above services will be invoiced separately, referenced by HFI's Job Number II.054069.7055, **Phase 55 and PO # assigned by Cerritos College.**

The original Agreement terms are made a part hereof.

CONSULTANT: **HALL & FOREMAN, INC.**

By:_____ October 9, 2014

Linda Sandusky — Date

Project Manager/Associate

AUTHORIZATION:

The above specified Additional Services and related Fee are satisfactory and hereby accepted and authorized.

CLIENT: **CERRITOS COLLEGE**

By:_____ _____

Jeff Carreon — Date

EXHIBIT

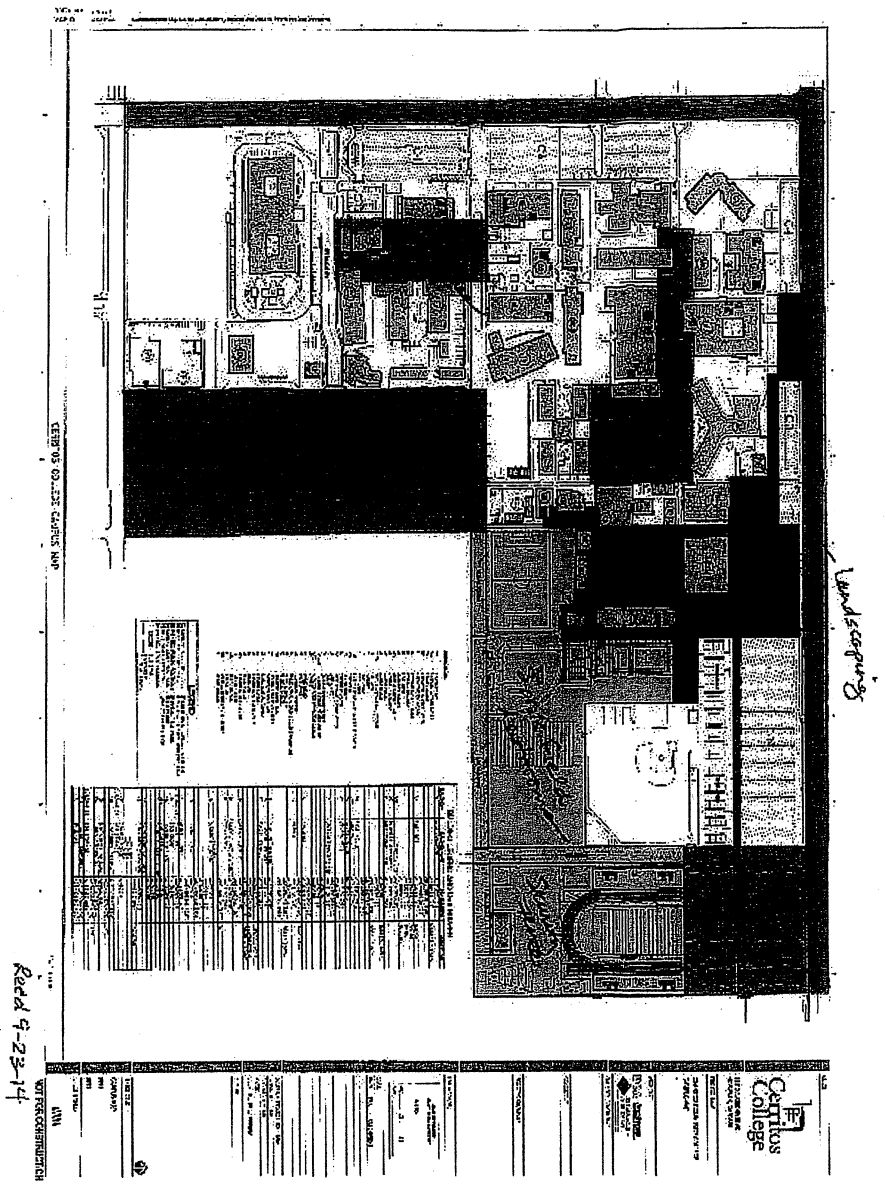


Exhibit of Cerritos College Campus
Areas highlighted to survey
Received 9/23/14
By Peter Stavros (Tilden-Coil)

Cerritos College

Contract No. 14P005

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(ENGINEERING SERVICES)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1ST** day of **July**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Hall & Foreman, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 17782 17th Street, Suite 200, Tustin, CA 92780. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for a Project may be a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Engineering Services** as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **July 1**, **2014**, and will diligently perform as required and complete performance by **June 30**, **2016**, unless this Master

Agreement is terminated and/or otherwise cancelled prior to that time. This Master Agreement may be renewed for **three one-year renewal options** at the sole discretion of the District.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District shall pay Consultant according to each PAA and to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made

   4.2. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Master Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District may, at its sole discretion, withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as noted in each PAA.

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as noted in each PAA.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Not Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s)

not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color,

ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. Limitation of District Liability. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Hall & Foreman, Inc.
ATTN: Linda Sandusky
Address: 17782 17th Street, Suite 200
Tustin, CA 92780
Phone: 714-665-4549
Fax: 714-665-4501
Email: lsandusky@hfinc.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts**. This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: August 26, 2014

Hall & Foreman, Inc.

By: Glenn M. Ching

Print Name: Glenn M. Ching

Print Title: VP / Principal

Dated: October 14, 2014

Cerritos Community College District

By:

Print Name: DR. DAVID EL FATTAL

Print Title: V.P. OF BUSINESS SVCS.

Information regarding Consultant:

License No.: _____

Address: 17782 17th Street, Suite 200
Tustin, CA 92780

Telephone: 714-665-4549

Facsimile: 714-665-4501

E-Mail: lsandusky@hfinc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: Oregon
____ Limited Liability Company
____ Other: _____

47-1237118
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: August 26, 2019

Name of Consultant: Hall & Foreman, Inc.

Signature: Glenn M. Chung

Print Name and Title: Glenn M. ~~Chung, P.E. - Vice President~~/Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Consultant's services shall include, but is not limited to:

1. Professional services for various engineering consulting services that includes:
    a. Aerial topography;
    b. Civil engineering;
    c. Underground utility design;
    d. Land surveying;
    e. Storm water pollution prevention plans; and
    f. Water quality management plans.

NOVATION AGREEMENT

Hall & Foreman, Inc., an Oregon corporation ("Transferor"), a corporation duly organized and existing under the laws of Oregon with its principal office in Tustin, California; **David Evans and Associates, Inc.**, an Oregon corporation ("Transferee"), a corporation duly organized and existing under the laws of Oregon with its principal office in Portland, Oregon; and the **Cerritos Community College District** ("District") enter into this Agreement as of **November 1, 2014**.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. District has entered into certain contracts with Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference. The Term "the Contracts," as used in this Agreement, means the above contracts, project assignment agreements, and purchase orders, including all modifications, made between District and the Transferor before the effective date of this Agreement (whether or not performance or payment have been completed and releases executed if District or the Transferor has any remaining rights, duties, or obligations under these contracts, project assignment agreements, and purchase orders). Included in the term "the Contracts" are also all modifications made under the terms and conditions of the contracts, project assignment agreements, and purchase orders between District and the Transferee, on or after the effective date of this Agreement.

2. As of November 1, 2014, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a stock merger between the Transferor and Transferee.

3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the Contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations as they may exist under the Contracts.

6. It is consistent with the District's interest to recognize the Transferee as the successor party to the Contracts.

7. Evidence of the above transfer has been filed with District.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against District that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee was the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

4. District recognizes the Transferee as the Transferor's successor in the interest in and to the Contracts. The Transferee by the Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts.

Following, the effective date of this Agreement, the term "Consultant" as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of District against the Transferor.

6. All payments and reimbursements previously made by District to the Transferor, and all other previous actions taken by District under the Contracts, shall be considered to have discharged those parts of District's obligations under the Contracts. All payments and reimbursements made by District after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of District's obligations under the Contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and Transferee agree that District is not obligated to pay or reimburse either of them or otherwise give effect to any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that District in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

DISTRICT:
CERRITOS COMMUNITY COLLEGE DISTRICT

By _____

Title VICE PRESIDENT OF BUSINESS SERVICES

TRANSFEROR:
HALL & FOREMAN, INC.

By _____

Title _____

[CORPORATE SEAL]

TRANSFEREE:
DAVID EVANS AND ASSOCIATES, INC.

By _____

Title _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of Hall & Foreman, Inc.; that ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, SR VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 1/30, 2015.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, ROLAND L. GASPER, certify that I am the Secretary of David Evans and Associates, Inc.; that SR ROLAND L. GASPER, who signed this Agreement for this corporation, was then SECRETARY, VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this corporation this date of 1/30, 2015.

By _____

[CORPORATE SEAL]

Exhibit "A"

1. Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated July 1, 2014.
2. Project Assignment No. 1 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
3. Project Assignment No. 2 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 11, 2014.
4. Project Assignment No. 3 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
5. Project Assignment No. 4 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
6. Project Assignment No. 5 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
7. Project Assignment No. 6 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.
8. Project Assignment No. 7 to Master Independent Consultant Agreement for Professional Services – Contract No. 14P005, dated December 1, 2014.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of the Agreement for the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for Fiscal Year 2016-2017**

ACTION

It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for the Fiscal Year 2016-2017.

FISCAL IMPACT

Cerritos College will receive funding in the amount of $200,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ECONOMIC AND WORKFORCE DEVELOPMENT DEPUTY SECTOR NAVIGATOR: ADVANCED TRANSPORTATION AND RENEWABLES GRANT (RFA NO. 13-153)

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: Cerritos College wishes to enter into an agreement with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for Fiscal Year 2016-2017. Cerritos College will serve as the Deputy Sector Navigator for the Los Angeles and Orange County regions.

Cerritos College will work within the sector networks established by the Sector Navigator and the Regional Consortia and meet requirements of SB 1070 by developing mechanisms for reaching out to the middle and high schools within the macro-region. The Deputy Sector Navigator will continue to work with employers, industry and labor organizations, as well as workforce investments boards within the region to determine gaps in the workforce. Particularly, the Deputy Sector Navigator will be able to facilitate and update the curricula at individual colleges within the macro-region to include Alternative Fuel Vehicle technologies.

Period: The time period will be from July 1, 2016 through June 30, 2017.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Contract No. 16C0045 – California Community Colleges Chancellor's Office Grant Agreement

DISTRICT

THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED

BOG, California Community Colleges Chancellor's Office - 6870

DISTRICT USE ONLY

District (Grantee): **Cerritos CCD**

College: **Cerritos College**

Grant Agreement

Workforce and Economic Development Division

Deputy Sector Navigator - Advanced Transportation and Renewables

RFA # **13 - 153**

BOG-CCCCO USE ONLY

Grant Agreement No.: 16 - 153 - 001

Funding Fiscal Year

2016-17

Total Amount Encumbered : $ 200,000

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 7/16 and II, Eff. 4/16), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2016 to June 30, 2017. The Final Report must be submitted within 60 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Jannet Malig

Total Grant Funds Requested: $ 200,000

Signature, Chief Executive Officer (or authorized Designee)

Date: 4-15-16

Print Name/Title of Person Signing:

Jose Fierro, President/Superintendent

District Address: 11110 Alondra Blvd

Norwalk, CA 90650-6298

STATE OF CALIFORNIA

Project Monitor:

Katie Gilks

Agency Address: 1102 Q Street, Suite 4554

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3235 - 751 - 23505	23WR	2016	2016-17	$ 200,000
- -	- -				

Total Amount Encumbered : $ 200,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date: 7/26/16

Signature, Deputy Chancellor (or authorized Designee)

Date: 8/4/16

Print Name/Title of Person Signing:

Erik Skinner, Deputy Chancellor

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2016-2017

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2016-2017.

FISCAL IMPACT

The District will continue to receive funding in the amount of $38.53 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $795,301; funding is made possible through the California Department of Education. No general funds will be used.

REPORT SUMMARY

The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – AMENDMENT
CALIFORNIA DEPARTMENT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2016-2017

Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education ("CDE") under the California State Preschool Program whereby CDE will reimburse the District to provide preschool education services. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The amendment provides for an increase in the minimum number of child days of enrollment to 20,641 from the previously approved 13,876; the minimum days of operation remained unchanged at 243. CDE proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2016-2017 to provide preschool education services for a MRA of $795,301, which is a $260,655 increase in revenue to Cerritos College from the previously approved amount of $534,646.

Period: The time period of the agreement remains unchanged and is July 1, 2016 through June 30, 2017.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 16C0016 – California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2016-2017
Draft of Contract No. 16C0016 – California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2016-2017

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 01

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6151
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 19-6436-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
15/16 Expansion

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CSPP-6151 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $534,646.00 and inserting $795,301.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be $38.53. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 13,876.0 and inserting 20,641.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 243. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contracts, Purchasing and Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 260,655	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 534,646	(OPTIONAL USE) 0656 23038-6436			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 795,301	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

16C0016

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6151
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 19-6436-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $38.53 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $534,646.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	13,876.0
Minimum Days of Operation (MDO) Requirement	243

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contracts, Purchasing and Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 534,646	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6436			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 534,646	ITEM 30.10.010. 6100-196-0001	CHAPTER: B/A	STATUTE: 2016	FISCAL YEAR: 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of July 2016

ACTION

It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of July 2016.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of Contracts Under $25,000 that were processed during the month of July 2016 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

July 2016 – Contracts Under $25,000

Consideration of Approval of New/Amended Contracts Under $25,000
for the Month of July 2016

NEW CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE		COST	REQUESTOR
16C0020*							
16C0021	Victor Arreola	Contractor to provide Grant Implementation and Program Development Services for the ACT-On Retail Management Careers Grant	07/06/2016	09/30/2016	$	20,930.00	Academic Affairs
16C0022	James Rudd	Contractor to provide Alternative Fuel training	07/01/2016	06/30/2017	$	10,000.00	Ctr for Adv Trans Tech
16C0023****							
16C0024****							
16C0025***							
16C0026*							
16C0027	Charles Nechtem Associates, Inc./Helpnet	Contractor to provide services as set forth in the Employee Assistance Program for Cerritos College	07/01/2016	06/30/2018	$	19,872.00	Human Resources
16C0028	The Lobos Truck	Contractor to provide food for the STEM open house event.	09/30/2016	09/30/2016	$	300.00	STEM/SEM
16C0029	Richeeze Food Truck	Contractor to provide food for the STEM open house event.	09/30/2016	09/30/2016	$	400.00	STEM/SEM
16C0030	TABOM Food Truck	Contractor to provide food for the STEM open house event.	09/30/2016	09/30/2016	$	300.00	STEM/SEM
16C0031	Bellflower Unified School District	Memorandum of Understanding between Bellflower Unified School District and Cerritos College to provide a President's Middle College Scholars Academy to serve eight (8) students selected from BUSD during the 2016-2018 academic year for a pilot program developed to reach out to high school students who are interested in the teaching profession and are academically capable of post-secondary education.	03/01/2026	05/31/2018		No Cost	Teacher TRAC
16C0032	Larry Coleman	Contractor to provide services for developing/implementing a Culturally Responsive Training (CRT) program at Cerritos College	08/20/2016	12/31/2016	$	15,000.00	Library
16C0033	CCBC Foundation	Contractor to provide services for developing/implementing a Culturally Responsive Training (CRT) program at Cerritos College	08/20/2016	12/31/2016	$	15,000.00	Library
16C0034	Paula Brown	Contractor to provide services to create the infrastruture for the Culturally Responsive Training (CRT) program at Cerritos College.	08/20/2016	12/31/2016	$	12,000.00	Library
16C0035	MDRICH Consulting, Inc.	Contractor to present an interactive performance on sexual misconduct, including assault, for partial fulfillment on Title IX campus training requirements.	08/19/2016	08/19/2016	$	3,250.00	Student Services
16C0036	Cable Green	Contractor to provide guest speakers services for the Center for Teaching Excellence (CTX) Summer Institute.	10/28/2016	10/28/2016	$	6,000.00	Student Success
16C0037	Straight Talk Counseling Services	Contractor to provide general counseling services for Cerritos College students, one-on-one case management, as well as group counseling sessions made available in the EOPS/CARE/LINC Office.	08/15/2016	12/16/2016	$	6,500.00	EOPS
					$	*109,552.00*	

* Contract was submitted as a separate board item due to dollar amount and has already been approved

** No contract was issued under this contract number

*** Pending

**** For tracking purposes only

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting 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 July 2016

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of July 2016.

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 July 2016 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)

July 2016 – Purchase Order Report

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
07/01/16	0000061742	A		06/11/2016	ATKINSON ANDELSON LOYA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	16-17	138.00	
						07/01/2016	**0000061742**	**ATKINSON ANDELSON LOYA RUDD**								**138.00**
07/01/16	0000061856	A		07/01/2016	GST INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	25,034.98	
						07/01/2016	**0000061856**	**GST INC**								**25,034.98**
07/01/16	0000061857	A		07/01/2016	ORACLE AMERICA, INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	338,467.97	
						07/01/2016	**0000061857**	**ORACLE AMERICA, INC**								**338,467.97**
07/06/16	0000061864	A		07/06/2016	CAROLINA BIOLOGICAL SUPPLY	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	1,157.04	
						07/06/2016	**0000061864**	**CAROLINA BIOLOGICAL SUPPLY**								**1,157.04**
07/06/16	0000061865	C		07/06/2016	LEXIPOL LLC	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	3,688.00	
						07/06/2016	**0000061865**	**LEXIPOL LLC**								**3,688.00**
07/06/16	0000061866	C		07/06/2016	SCHOOL HEALTH CORPORATION	BATTERIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	1,374.60	
						07/06/2016	**0000061866**	**SCHOOL HEALTH CORPORATION**								**1,374.60**
07/06/16	0000061867	A		07/06/2016	OUTFRONT MEDIA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	10,000.00	
						07/06/2016	**0000061867**	**OUTFRONT MEDIA**								**10,000.00**
07/06/16	0000061869	A		07/06/2016	INTERSECTION MEDIA, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	5,471.51	
						07/06/2016	**0000061869**	**INTERSECTION MEDIA, LLC**								**5,471.51**
07/06/16	0000061870	A		07/06/2016	LIBERTY PAPER	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	24,446.52	
						07/06/2016	**0000061870**	**LIBERTY PAPER**								**24,446.52**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
07/06/16	0000061871	C		07/06/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Purchasing	01.0	00000.0	00000	04300	4550	6722000	16-17	26.16	
						07/06/2016	**0000061871**		**TCB PRINTING**							**26.16**
07/07/16	0000061873	C		07/07/2016	BOARD OF GOVERNORS ,	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	150.00	
						07/07/2016	**0000061873**		**BOARD OF GOVERNORS ,**							**150.00**
07/07/16	0000061875	A	1	07/11/2016	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	617.05	
						07/07/2016	**0000061875**		**CYNMAR CORPORATION**							**617.05**
07/07/16	0000061876	C		07/08/2016	WARD'S NATURAL SCIENCE ESTAB-	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	271.36	
						07/07/2016	**0000061876**		**WARD'S NATURAL SCIENCE ESTAB-**							**271.36**
07/07/16	0000061877	A		07/19/2016	BANK OF AMERICA	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	94.80	
						07/07/2016	**0000061877**		**BANK OF AMERICA**							**94.80**
07/07/16	0000061878	C		07/08/2016	SIGMA-ALDRICH, INC.	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	46.22	
						07/07/2016	**0000061878**		**SIGMA-ALDRICH, INC.**							**46.22**
07/07/16	0000061880	A		07/08/2016	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	31.61	
						07/07/2016	**0000061880**		**TCB PRINTING**							**31.61**
07/07/16	0000061881	P		07/08/2016	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	25.99	
						07/07/2016	**0000061881**		**AMAZON**							**25.99**
07/07/16	0000061882	C		07/08/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	395.00	
						07/07/2016	**0000061882**		**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**							**395.00**

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07/07/16	0000061883	C		07/08/2016	DOUBLETREE BY HILTON HOTEL	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	326.83	
						07/07/2016	**0000061883**						**DOUBLETREE BY HILTON HOTEL**			**326.83**
07/07/16	0000061884	C		07/07/2016	AMERICAN EXPRESS TRAVEL	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	240.59	
						07/07/2016	**0000061884**						**AMERICAN EXPRESS TRAVEL**			**240.59**
07/07/16	0000061887	C		07/08/2016	DOCU XPLORER SOFTWARE	SOFTWARE	Accounting & Payroll	01.0	00000.0	00000	04200	5640	6725000	16-17	1,820.00	
						07/07/2016	**0000061887**						**DOCU XPLORER SOFTWARE**			**1,820.00**
07/07/16	0000061888	A		07/08/2016	PACIFIC COAST CABLING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6130	7100000	16-17	9,360.84	
						07/07/2016	**0000061888**						**PACIFIC COAST CABLING**			**9,360.84**
07/07/16	0000061889	A		07/08/2016	OCLC WESTERN SERVICE CENTER	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	5810	6120000	16-17	7,500.00	
						07/07/2016	**0000061889**						**OCLC WESTERN SERVICE CENTER**			**7,500.00**
07/07/16	0000061890	A		07/08/2016	PACIFIC COAST CABLING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64038	6120	7100000	16-17	239.14	
						07/07/2016	**0000061890**						**PACIFIC COAST CABLING**			**239.14**
07/07/16	0000061891	A		07/08/2016	CS & ASSOCIATES, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	4,653.52	
						07/07/2016	**0000061891**						**CS & ASSOCIATES, INC.**			**4,653.52**
07/07/16	0000061892	A		07/08/2016	ACTIVE NETWORK	SOFTWARE	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	992.75	
						07/07/2016	**0000061892**						**ACTIVE NETWORK**			**992.75**
07/07/16	0000061893	C		07/08/2016	OMNICELL INC	MISCELLANEOUS	Pharmacy Technician	01.0	00000.0	00000	02530	5810	1221000	16-17	576.90	
						07/07/2016	**0000061893**						**OMNICELL INC**			**576.90**

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07/07/16	0000061894	A		07/08/2016	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65009	6130	7100000	16-17	9,750.00	
						07/07/2016	**0000061894**	**DIVISION OF THE STATE ARCHITECTS**								**9,750.00**
07/07/16	0000061895	A		07/08/2016	LIAISON INTERNATIONAL	MISCELLANEOUS	Physical Therapy	01.0	00000.0	00000	02530	4325	1222000	16-17	1,125.00	
						07/07/2016	**0000061895**	**LIAISON INTERNATIONAL**								**1,125.00**
07/07/16	0000061896	A		07/08/2016	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	16-17	834.83	
						07/07/2016	**0000061896**	**HENRY SCHEIN INC**								**834.83**
07/07/16	0000061897	X	1	07/19/2016	RODGER'S CATERING	CATERING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	499.99	
						07/07/2016	**0000061897**	**RODGER'S CATERING**								**499.99**
07/07/16	0000061898	A		07/08/2016	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	78.74	
						07/07/2016	**0000061898**	**SCANTRON CORPORATION**								**78.74**
07/08/16	0000061899	C		07/08/2016	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	35.00	
						07/08/2016	**0000061899**	**SOROPTIMIST INTERNATIONAL OF ARTESIA-CER**								**35.00**
07/08/16	0000061900	P		07/08/2016	AMAZON	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	108.08	
						07/08/2016	**0000061900**	**AMAZON**								**108.08**
07/08/16	0000061901	P		07/08/2016	AMAZON	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	56.98	
						07/08/2016	**0000061901**	**AMAZON**								**56.98**
07/08/16	0000061902	A		07/08/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	31.61	
						07/08/2016	**0000061902**	**TCB PRINTING**								**31.61**

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07/09/16	0000061903	A		07/11/2016	REFRIGERATION SUPPLIES	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	516.53	
						07/09/2016	**0000061903**	**REFRIGERATION SUPPLIES**								**516.53**
07/09/16	0000061904	A		07/11/2016	AMERICAN TIME INTEGRATED	ELECTRONIC SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	3,008.52	
						07/09/2016	**0000061904**	**AMERICAN TIME INTEGRATED SOLUTIONS**								**3,008.52**
07/09/16	0000061905	A		07/11/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.1	00000.0	00000	65004	4550	7100000	16-17	406.41	
						07/09/2016	**0000061905**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**406.41**
07/09/16	0000061906	A		07/11/2016	HAL'S GLASS CORPORATION	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	422.05	
						07/09/2016	**0000061906**	**HAL'S GLASS CORPORATION**								**422.05**
07/09/16	0000061907	A		07/11/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	8,575.00	
						07/09/2016	**0000061907**	**INTEGRATED INTERIORS, INC.**								**8,575.00**
07/09/16	0000061908	A		07/11/2016	BAYSHORE BUILDING	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	275.00	
						07/09/2016	**0000061908**	**BAYSHORE BUILDING INTERIORS, INC.**								**275.00**
07/12/16	0000061911	A		07/12/2016	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	135.00	
						07/12/2016	**0000061911**	**FLINN SCIENTIFIC INC**								**135.00**
07/12/16	0000061912	C		07/12/2016	RODGER'S CATERING	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	124.42	
						07/12/2016	**0000061912**	**RODGER'S CATERING**								**124.42**
07/12/16	0000061913	A		07/12/2016	TCB PRINTING	OFFICE SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	16-17	21.80	
						07/12/2016	**0000061913**	**TCB PRINTING**								**21.80**

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07/12/16	0000061914	A		07/12/2016	RODGER'S CATERING	FOOD SERVICES SUPP/EQUIP	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	624.02	
						07/12/2016	**0000061914**		**RODGER'S CATERING**							**624.02**
07/12/16	0000061915	C		07/12/2016	LV BOTKIN DESIGNS	INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	4320	0909000	16-17	7,848.00	
						07/12/2016	**0000061915**		**LV BOTKIN DESIGNS**							**7,848.00**
07/12/16	0000061916	A		07/12/2016	EVERBRIDGE, INC.	CONTRACTED SERVICES	Student Personnel	01.0	00000.0	00000	03100	5810	6450000	16-17	9,733.50	
						07/12/2016	**0000061916**		**EVERBRIDGE, INC.**							**9,733.50**
07/12/16	0000061917	A		07/12/2016	GST INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	44,957.98	
						07/12/2016	**0000061917**		**GST INC**							**44,957.98**
07/12/16	0000061918	A		07/12/2016	B & H PHOTO VIDEO	OFFICE SUPPLIES	Management Information	39.0	00000.0	00000	74790	4550	6780000	16-17	67.53	
						07/12/2016	**0000061918**		**B & H PHOTO VIDEO**							**67.53**
07/12/16	0000061919	A		07/12/2016	GST INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00001	73840	6450	7100000	16-17	1,827.60	
						07/12/2016	**0000061919**		**GST INC**							**1,827.60**
07/14/16	0000061922	P		07/18/2016	BANK OF AMERICA	SUBSCRIPTIONS	Management Information	01.0	00000.0	00000	02260	5810	6780000	16-17	300.00	
						07/14/2016	**0000061922**		**BANK OF AMERICA**							**300.00**
07/14/16	0000061924	A		07/18/2016	GST INC	CAMERA SUPP/EQUIP	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	41,520.92	
						07/14/2016	**0000061924**		**GST INC**							**41,520.92**
07/14/16	0000061925	A		07/18/2016	HAWORTH, INC.	FURNITURE, OFFICE	Physical Property-Related	42.0	00000.0	00000	64068	6120	7100000	16-17	727.86	
						07/14/2016	**0000061925**		**HAWORTH, INC.**							**727.86**

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07/14/16	0000061926	A		07/18/2016	KI	FURNITURE, OFFICE	Physical Property-Related	42.0	00000.0	00000	64068	6120	7100000	16-17	2,921.22	
						07/14/2016	**0000061926**	**KI**								**2,921.22**
07/14/16	0000061927	A		07/18/2016	INTERIOR OFFICE SOLUTIONS	FURNITURE, OFFICE	Physical Property-Related	42.0	00000.0	00000	64068	6120	7100000	16-17	351.01	
						MISCELLANEOUS		42.0	00000.0	00000	64068	6120	7100000	16-17	115.43	
						07/14/2016	**0000061927**	**INTERIOR OFFICE SOLUTIONS**								**466.44**
07/14/16	0000061928	A		07/18/2016	D&S WINDOW COVERING	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	4,578.00	
						07/14/2016	**0000061928**	**D&S WINDOW COVERING**								**4,578.00**
07/14/16	0000061930	A		07/18/2016	OFFICE SOLUTIONS	OFFICE SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	25.31	
						07/14/2016	**0000061930**	**OFFICE SOLUTIONS**								**25.31**
07/14/16	0000061931	A		07/18/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	16-17	17.68	
						07/14/2016	**0000061931**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**17.68**
07/14/16	0000061932	A	1	07/25/2016	ACTE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	16-17	470.00	
						07/14/2016	**0000061932**	**ACTE**								**470.00**
07/14/16	0000061933	C		07/14/2016	HIROHAMA, STEVEN	CONTRACTED SERVICES	District	01.0	00000.0	00000	00000	9181	0000000	16-17	2,000.00	
						07/14/2016	**0000061933**	**HIROHAMA, STEVEN**								**2,000.00**
07/14/16	0000061934	P		07/14/2016	AMAZON	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	27.99	
						07/14/2016	**0000061934**	**AMAZON**								**27.99**
07/14/16	0000061935	A		07/14/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Division Office	01.0	00000.0	00000	02600	5810	0951000	16-17	1,425.00	

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						07/14/2016	**0000061935**	**INTEGRATED INTERIORS, INC.**								**1,425.00**
07/14/16	0000061936	C		07/14/2016	ASSOCIATION OF CHIEF BUSINESS	CONFERENCE AND TRAVEL	Accounting & Payroll	01.0	00000.0	00000	04200	5210	6725000	16-17	85.00	
						07/14/2016	**0000061936**	**ASSOCIATION OF CHIEF BUSINESS OFFICIALS**								**85.00**
07/14/16	0000061937	C		07/14/2016	AAUW	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	175.00	
						07/14/2016	**0000061937**	**AAUW**								**175.00**
07/14/16	0000061938	A		07/14/2016	REAL, YANNICK M	REIMBURSEMENT	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	61.14	
						07/14/2016	**0000061938**	**REAL, YANNICK M**								**61.14**
07/14/16	0000061939	A		07/14/2016	BUDDY'S ALL STARS, INC.	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	4,527.66	
						07/14/2016	**0000061939**	**BUDDY'S ALL STARS, INC.**								**4,527.66**
07/14/16	0000061940	A		07/14/2016	KAP7 INTERNATIONAL,	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	2,499.40	
						07/14/2016	**0000061940**	**KAP7 INTERNATIONAL, INC.**								**2,499.40**
07/14/16	0000061941	A		07/14/2016	PRO-TUFF DECALS	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	1,086.35	
						07/14/2016	**0000061941**	**PRO-TUFF DECALS**								**1,086.35**
07/14/16	0000061942	A		07/14/2016	RIDDELL ALL AMERICAN SPORTS	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	12,403.68	
						07/14/2016	**0000061942**	**RIDDELL ALL AMERICAN SPORTS**								**12,403.68**
07/14/16	0000061943	A		07/15/2016	GOPHER SPORT	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	4320	0801000	16-17	1,273.01	
							PE Academy	01.0	00000.0	00000	02560	4320	0805000	16-17	848.66	
						07/14/2016	**0000061943**	**GOPHER SPORT**								**2,121.67**

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07/14/16	0000061944	P		07/15/2016	BANK OF AMERICA	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	03001	73460	4550	6195000	16-17	88.70	
						07/14/2016	**0000061944**	**BANK OF AMERICA**								**88.70**
07/15/16	0000061945	A		07/15/2016	CENIC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64051	6130	7100000	16-17	14,120.70	
						07/15/2016	**0000061945**	**CENIC**								**14,120.70**
07/14/16	0000061946	A		07/15/2016	ALL AMERICAN TROPHY	PLAQUES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	75.40	
						07/14/2016	**0000061946**	**ALL AMERICAN TROPHY**								**75.40**
07/14/16	0000061947	A		07/15/2016	FAST DEER BUS CHARTER, INC.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	5810	6190000	16-17	975.00	
						07/14/2016	**0000061947**	**FAST DEER BUS CHARTER, INC.**								**975.00**
07/15/16	0000061948	A		07/15/2016	SCHOOL HEALTH CORPORATION	HEALTH SUPP/EQUIP	Board of Trustees	01.0	00000.0	00000	01100	6460	6005000	16-17	1,699.78	
						07/15/2016	**0000061948**	**SCHOOL HEALTH CORPORATION**								**1,699.78**
07/14/16	0000061949	P		07/15/2016	AMAZON	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	321.48	
						07/14/2016	**0000061949**	**AMAZON**								**321.48**
07/14/16	0000061950	A		07/15/2016	CASADE SCIENTIFIC, INC.	MAINTENANCE AGREEMENTS	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	16-17	3,540.00	
						07/14/2016	**0000061950**	**CASADE SCIENTIFIC, INC.**								**3,540.00**
07/15/16	0000061951	A		07/15/2016	TCB PRINTING	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	52.32	
						07/15/2016	**0000061951**	**TCB PRINTING**								**52.32**
07/14/16	0000061952	C		07/15/2016	NATIONAL ALLIANCE FOR PARTNERSHIPS	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	70200	5310	6190000	16-17	150.00	
						07/14/2016	**0000061952**	**NATIONAL ALLIANCE FOR PARTNERSHIPS**								**150.00**

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07/14/16	0000061953	A		07/15/2016	OPTIO	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	25,533.25	
						07/14/2016	**0000061953**	**OPTIO**								**25,533.25**
07/14/16	0000061954	A		07/15/2016	MEDICAT	SOFTWARE	Health Services	69.0	00000.0	00000	03310	6310	6440000	16-17	2,519.00	
						07/14/2016	**0000061954**	**MEDICAT**								**2,519.00**
07/14/16	0000061955	A		07/15/2016	HSACCC	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	16-17	150.00	
						07/14/2016	**0000061955**	**HSACCC**								**150.00**
07/14/16	0000061956	P		07/15/2016	AMAZON	COPY, DUPLICATING SUPP/EQUIP	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	16-17	15.51	
						07/14/2016	**0000061956**	**AMAZON**								**15.51**
07/15/16	0000061958	P		07/15/2016	TCB PRINTING	FORMS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	72.00	
						07/15/2016	**0000061958**	**TCB PRINTING**								**72.00**
07/15/16	0000061959	A		07/15/2016	BRANSON'S TOWING	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5810	0960000	16-17	65.00	
						07/15/2016	**0000061959**	**BRANSON'S TOWING**								**65.00**
07/15/16	0000061960	C		07/15/2016	ULINE	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	16-17	388.05	
							Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	1,164.18	
						07/15/2016	**0000061960**	**ULINE**								**1,552.23**
07/15/16	0000061961	A		07/22/2016	INTERNATIONAL CODE COUNCIL	INSTRUCTIONAL SUPPLIES	Drafting Technology	01.0	00000.0	00000	02600	4320	0953000	16-17	386.95	
						07/15/2016	**0000061961**	**INTERNATIONAL CODE COUNCIL**								**386.95**
07/15/16	0000061962	A		07/16/2016	OFFICE DEPOT/BUSINESS	LABORATORY SUPP/EQUIP	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	16-17	1,504.95	
						07/15/2016	**0000061962**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,504.95**

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07/15/16	0000061963	A		07/21/2016	KTS NETWORK SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	400.25	
						07/15/2016	**0000061963**	**KTS NETWORK SOLUTIONS**								**400.25**
07/15/16	0000061964	P		07/15/2016	AMAZON	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17	150.06	
						07/15/2016	**0000061964**	**AMAZON**								**150.06**
07/18/16	0000061965	C		07/18/2016	U.S. BANK PARS SRP ACH	MISCELLANEOUS	Interdisciplinary Studies	69.2	00000.0	00000	04100	3910	4900000	16-17	236,098.67	
							Oth Instr Sup Services	69.2	00000.0	00000	04100	3920	6190000	16-17	172,517.92	
						07/18/2016	**0000061965**	**U.S. BANK PARS SRP ACH**								**408,616.59**
07/20/16	0000061967	A		07/20/2016	STAPLES ADVANTAGE	OFFICE SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	117.07	
						07/20/2016	**0000061967**	**STAPLES ADVANTAGE**								**117.07**
07/20/16	0000061969	P		07/20/2016	NEED TO ADD VENDOR	ELECTRICAL SUPP/EQUIP	Health Professions	01.0	00000.0	00000	02530	5630	1201000	16-17	20.28	
						07/20/2016	**0000061969**	**NEED TO ADD VENDOR**								**20.28**
07/20/16	0000061971	C		07/20/2016	PRESS TELEGRAM	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	430.99	
						07/20/2016	**0000061971**	**PRESS TELEGRAM**								**430.99**
07/20/16	0000061972	A		07/20/2016	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	15,503.27	
						07/20/2016	**0000061972**	**EBSCO INFORMATION SERVICES**								**15,503.27**
07/20/16	0000061973	A		07/20/2016	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	16-17	773.27	
						07/20/2016	**0000061973**	**CONCORDANCE HEALTHCARE SOLUTIONS**								**773.27**
07/20/16	0000061974	P		07/20/2016	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4325	1240100	16-17	114.80	

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						07/20/2016	**0000061974**	**BANK OF AMERICA**								**114.80**
07/20/16	0000061975	A		07/20/2016	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	8,990.00	
						07/20/2016	**0000061975**	**STANLEY SECURITY SOLUTIONS, INC.**								**8,990.00**
07/20/16	0000061976	A		07/21/2016	WOLFE VIDEO LLC	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	326.55	
						07/20/2016	**0000061976**	**WOLFE VIDEO LLC**								**326.55**
07/20/16	0000061977	C		07/20/2016	LIEBERT CASSIDY WHITMORE	MISCELLANEOUS	Human Resources	01.3	00000.0	00000	74500	5310	6730000	16-17	4,295.50	
						07/20/2016	**0000061977**	**LIEBERT CASSIDY WHITMORE**								**4,295.50**
07/20/16	0000061978	C		07/20/2016	SWACC	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5410	6720000	16-17	456,657.00	
						07/20/2016	**0000061978**	**SWACC**								**456,657.00**
07/20/16	0000061979	C		07/20/2016	STUDENT INSURANCE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5410	6720000	16-17	140,500.00	
							Health Services	69.0	00000.0	00000	03310	5410	6440000	16-17	36,751.00	
						07/20/2016	**0000061979**	**STUDENT INSURANCE**								**177,251.00**
07/20/16	0000061980	A		07/20/2016	COMPUTERLAND - SILICON VALLEY	SOFTWARE	Physical Property-Related	41.1	00000.0	00009	73840	6310	7100000	16-17	49,476.00	
						07/20/2016	**0000061980**	**COMPUTERLAND - SILICON VALLEY**								**49,476.00**
07/20/16	0000061981	C		07/21/2016	TAYLOR, MARCIA	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	16-17	184.74	
						07/20/2016	**0000061981**	**TAYLOR, MARCIA**								**184.74**
07/20/16	0000061982	A		07/21/2016	HYLAND SOFTWARE, INC.	MAINTENANCE AGREEMENTS	International Students	01.0	00000.0	00000	03420	5640	6452000	16-17	330.08	
							Disabled Students	01.0	00000.0	00000	03500	5640	6420000	16-17	4,621.12	

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07/20/16	0000061982	A		07/21/2016	HYLAND SOFTWARE, INC.	MAINTENANCE AGREEMENTS	Admissions	01.0	00000.0	00000	03800	5640	6225000	16-17	6,271.52	
							Financial Aid Administration	01.3	00000.0	00000	71120	5640	6460000	16-17	19,804.80	
							Counseling	01.3	00000.0	00000	73400	5640	6300000	16-17	8,252.00	
								01.3	00000.0	00000	75720	5640	6300000	16-17	1,320.32	
							Health Services	69.0	00000.0	00000	03310	5640	6440000	16-17	660.16	
						07/20/2016	**0000061982**	**HYLAND SOFTWARE, INC.**								**41,260.00**
07/20/16	0000061983	A		07/20/2016	DATA MAX O'NEIL	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	1,199.00	
						07/20/2016	**0000061983**	**DATA MAX O'NEIL**								**1,199.00**
07/20/16	0000061984	C		07/21/2016	FOLLETT BOOKSTORE #603	GRADUATION SUPPLIES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	183.12	
						07/20/2016	**0000061984**	**FOLLETT BOOKSTORE #603**								**183.12**
07/20/16	0000061985	A		07/26/2016	AMERICAN THERMOFORM	PAPER PRODUCTS AND PAPERBOARD	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	156.89	
						07/20/2016	**0000061985**	**AMERICAN THERMOFORM**								**156.89**
07/20/16	0000061986	A		07/20/2016	B & H PHOTO VIDEO	MEDIA EQUIPMENT	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	184.21	
						07/20/2016	**0000061986**	**B & H PHOTO VIDEO**								**184.21**
07/20/16	0000061987	A		07/20/2016	APPLE INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	16-17	49,930.66	
						07/20/2016	**0000061987**	**APPLE INC**								**49,930.66**
07/20/16	0000061988	A		07/20/2016	GST INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	1,342.74	
						07/20/2016	**0000061988**	**GST INC**								**1,342.74**
07/20/16	0000061989	A		07/20/2016	PARAGON MICRO	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	2,775.00	

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						07/20/2016	**0000061989**	**PARAGON MICRO**								**2,775.00**
07/20/16	0000061990	A		07/20/2016	GST INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	551.32	
						07/20/2016	**0000061990**	**GST INC**								**551.32**
07/20/16	0000061991	C		07/21/2016	CCCCSSAA	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	300.00	
						07/20/2016	**0000061991**	**CCCCSSAA**								**300.00**
07/20/16	0000061992	C		07/21/2016	PARSONS, SUE	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	254.89	
						07/20/2016	**0000061992**	**PARSONS, SUE**								**254.89**
07/20/16	0000061993	P		07/22/2016	AMAZON	BOOKS	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	20.00	
						07/20/2016	**0000061993**	**AMAZON**								**20.00**
07/20/16	0000061994	P		07/22/2016	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	87.25	
						07/20/2016	**0000061994**	**BANK OF AMERICA**								**87.25**
07/20/16	0000061995	A		07/20/2016	SCHOOL DATEBOOKS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	18,752.36	
						07/20/2016	**0000061995**	**SCHOOL DATEBOOKS**								**18,752.36**
07/20/16	0000061996	A		07/20/2016	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	16-17	351.81	
						07/20/2016	**0000061996**	**RAN GRAPHICS**								**351.81**
07/20/16	0000061997	A	1	07/28/2016	BARNES & NOBLE	BOOKS	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	16-17	2,005.60	
						07/20/2016	**0000061997**	**BARNES & NOBLE**								**2,005.60**
07/20/16	0000061998	C		07/21/2016	HAVRILLA, LORI JEAN	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	174.13	

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						07/20/2016	**0000061998**	**HAVRILLA, LORI JEAN**								**174.13**
07/20/16	0000061999	P		07/22/2016	BANK OF AMERICA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	387.50	
						07/20/2016	**0000061999**	**BANK OF AMERICA**								**387.50**
07/20/16	0000062000	P		07/22/2016	AMAZON	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	129.99	
						07/20/2016	**0000062000**	**AMAZON**								**129.99**
07/20/16	0000062001	A		07/20/2016	KI	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	6460	6460000	16-17	905.51	
						07/20/2016	**0000062001**	**KI**								**905.51**
07/20/16	0000062002	P		07/22/2016	BANK OF AMERICA	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	141.47	
						07/20/2016	**0000062002**	**BANK OF AMERICA**								**141.47**
07/20/16	0000062003	A		07/20/2016	CHRISTIAN PRINTING SERVICE	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	547.18	
						07/20/2016	**0000062003**	**CHRISTIAN PRINTING SERVICE**								**547.18**
07/20/16	0000062004	A		07/20/2016	CDW-GOVERNMENT INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	15,671.32	
						07/20/2016	**0000062004**	**CDW-GOVERNMENT INC**								**15,671.32**
07/20/16	0000062006	A		07/20/2016	DEMCO	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	1,941.31	
						07/20/2016	**0000062006**	**DEMCO**								**1,941.31**
07/20/16	0000062007	P		07/20/2016	NEED TO ADD VENDOR	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	388.08	
						07/20/2016	**0000062007**	**NEED TO ADD VENDOR**								**388.08**
07/20/16	0000062008	P		07/22/2016	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	75.00	

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						07/20/2016	**0000062008**	**AMAZON**								**75.00**
07/20/16	0000062009	C		07/21/2016	GRAFIX SYSTEMS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	422.50	
						07/20/2016	**0000062009**	**GRAFIX SYSTEMS**								**422.50**
07/20/16	0000062010	P		07/25/2016	AMAZON	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	109.09	
						07/20/2016	**0000062010**	**AMAZON**								**109.09**
07/20/16	0000062011	A		07/20/2016	CDW-GOVERNMENT INC	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	74.73	
						07/20/2016	**0000062011**	**CDW-GOVERNMENT INC**								**74.73**
07/20/16	0000062012	C		07/20/2016	CCLC/CCCAA	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	10,725.00	
						07/20/2016	**0000062012**	**CCLC/CCCAA**								**10,725.00**
07/21/16	0000062013	A		07/21/2016	IAGMASEP	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5310	0960000	16-17	400.00	
						07/21/2016	**0000062013**	**IAGMASEP**								**400.00**
07/21/16	0000062014	C		07/21/2016	COMMUNITY COLLEGE LEAGUE of	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	24,527.00	
						07/21/2016	**0000062014**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**24,527.00**
07/21/16	0000062015	C		07/21/2016	LEAGUE FOR INNOVATION	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	1,215.00	
						07/21/2016	**0000062015**	**LEAGUE FOR INNOVATION**								**1,215.00**
07/21/16	0000062016	A		07/22/2016	KAP7 INTERNATIONAL,	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	2,579.32	
						07/21/2016	**0000062016**	**KAP7 INTERNATIONAL, INC.**								**2,579.32**
07/22/16	0000062017	X	1	07/25/2016	MILADY PUBLISHING COMPANY	BOOKS/SUPPLIES	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	1,325.00	

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07/22/16	0000062017	X	1	07/25/2016	MILADY PUBLISHING COMPANY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	505.77	
						07/22/2016	**0000062017**	**MILADY PUBLISHING COMPANY**								**1,830.77**
07/22/16	0000062018	A		07/22/2016	MICRO CURRENT TECHNOLOGY, INC.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	58.86	
						07/22/2016	**0000062018**	**MICRO CURRENT TECHNOLOGY, INC.**								**58.86**
07/22/16	0000062019	P		07/22/2016	BANK OF AMERICA	BOOKS	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	199.00	
						07/22/2016	**0000062019**	**BANK OF AMERICA**								**199.00**
07/22/16	0000062020	A		07/22/2016	PCE Americas Inc.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	6450	0951000	16-17	1,146.69	
						07/22/2016	**0000062020**	**PCE Americas Inc.**								**1,146.69**
07/25/16	0000062021	P		07/25/2016	NEED TO ADD VENDOR	PRINTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	1,278.96	
						07/25/2016	**0000062021**	**NEED TO ADD VENDOR**								**1,278.96**
07/25/16	0000062022	A		07/26/2016	HAWORTH, INC.	BOARDS/BULLETIN/CHALK/DISPLAY	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	392.09	
						07/25/2016	**0000062022**	**HAWORTH, INC.**								**392.09**
07/25/16	0000062023	A		07/26/2016	SALON DESIGNERS LA	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	4,607.60	
						07/25/2016	**0000062023**	**SALON DESIGNERS LA**								**4,607.60**
07/25/16	0000062024	A		07/26/2016	SNAP-ON TOOLS INDUSTRIAL	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6450	0900000	16-17	7,252.66	
						07/25/2016	**0000062024**	**SNAP-ON TOOLS INDUSTRIAL**								**7,252.66**
07/25/16	0000062025	A		07/25/2016	HYLAND SOFTWARE, INC.	MAINTENANCE AGREEMENTS	Admissions	01.3	00000.0	00000	73400	6310	6225000	16-17	19,867.66	
								01.3	00000.0	05001	73460	6310	6225000	16-17	9,932.34	

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						07/25/2016	**0000062025**	**HYLAND SOFTWARE, INC.**								**29,800.00**
07/25/16	0000062026	A		07/26/2016	PACIFIC COAST CABLING	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	16-17	93.03	
								39.1	00000.0	00000	79880	5810	4900000	16-17	735.09	
						07/25/2016	**0000062026**	**PACIFIC COAST CABLING**								**828.12**
07/25/16	0000062027	P		07/25/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	385.86	
						07/25/2016	**0000062027**	**AMAZON**								**385.86**
07/25/16	0000062028	A		07/26/2016	TCB PRINTING	OFFICE SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	31.61	
						07/25/2016	**0000062028**	**TCB PRINTING**								**31.61**
07/25/16	0000062030	C		07/25/2016	MUSEUM OF TOLERANCE	CONFERENCE AND TRAVEL	Student Personnel	01.3	00000.0	07006	73460	4550	6450000	16-17	52.50	
								01.3	00000.0	07006	73460	7530	6450000	16-17	262.50	
						07/25/2016	**0000062030**	**MUSEUM OF TOLERANCE**								**315.00**
07/25/16	0000062031	A	1	07/27/2016	WESTERN HIGHWAY PRODUCTS,	SIGNS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	2,596.96	
						07/25/2016	**0000062031**	**WESTERN HIGHWAY PRODUCTS,**								**2,596.96**
07/25/16	0000062032	A		07/26/2016	RAN GRAPHICS	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	75720	4550	6190000	16-17	100.00	
						07/25/2016	**0000062032**	**RAN GRAPHICS**								**100.00**
07/25/16	0000062033	C		07/25/2016	PS KOSHER FOOD WORKS, INC	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.3	00000.0	07006	73460	4550	6450000	16-17	252.88	
						07/25/2016	**0000062033**	**PS KOSHER FOOD WORKS, INC**								**252.88**
07/25/16	0000062034	A		07/26/2016	CPP, INC.	OFFICE SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	231.71	

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						07/25/2016	**0000062034**	**CPP, INC.**								**231.71**
07/25/16	0000062035	P		07/25/2016	FAST DEER BUS CHARTER, INC.	TRANSPORTATION SUPP/EQUIP/SERV	Student Personnel	01.3	00000.0	07006	73460	5810	6450000	16-17	905.15	
						07/25/2016	**0000062035**	**FAST DEER BUS CHARTER, INC.**								**905.15**
07/25/16	0000062036	C		07/25/2016	RODGER'S CATERING	CATERING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	499.99	
						07/25/2016	**0000062036**	**RODGER'S CATERING**								**499.99**
07/25/16	0000062037	A		07/26/2016	DIABLO VALLEY COLLEGE	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	04100	70200	5310	6190000	16-17	300.00	
						07/25/2016	**0000062037**	**DIABLO VALLEY COLLEGE**								**300.00**
07/25/16	0000062038	A		07/26/2016	PLASMA CAM	SOFTWARE	Oth Instr Sup Services	01.3	00000.0	03000	70200	6310	6190000	16-17	2,007.52	
						07/25/2016	**0000062038**	**PLASMA CAM**								**2,007.52**
07/25/16	0000062039	A		07/26/2016	CHRISTIAN PRINTING SERVICE	OFFICE SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	223.45	
						07/25/2016	**0000062039**	**CHRISTIAN PRINTING SERVICE**								**223.45**
07/25/16	0000062040	C		07/26/2016	CALIFORNIA INTERNSHIP &	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	70200	5310	6190000	16-17	200.00	
						07/25/2016	**0000062040**	**CALIFORNIA INTERNSHIP & WORK EXPERIENCE**								**200.00**
07/26/16	0000062041	C		07/26/2016	TREASURER AND TAX COLLECTOR	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,916.00	
						07/26/2016	**0000062041**	**TREASURER AND TAX COLLECTOR**								**1,916.00**
07/26/16	0000062042	P		07/26/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	16-17	1,372.27	
						07/26/2016	**0000062042**	**AMAZON**								**1,372.27**
07/26/16	0000062043	A		07/27/2016	PATTERSON DENTAL COMPANY	INSTRUCTIONAL SUPPLIES	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	16-17	71.40	

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						07/26/2016	**0000062043**	**PATTERSON DENTAL COMPANY**								**71.40**
07/26/16	0000062044	A		07/27/2016	GEORGE YARDLEY COMPANY	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	3,375.00	
						07/26/2016	**0000062044**	**GEORGE YARDLEY COMPANY**								**3,375.00**
07/26/16	0000062045	A		07/27/2016	BSN SPORTS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	9,917.55	
						07/26/2016	**0000062045**	**BSN SPORTS**								**9,917.55**
07/26/16	0000062046	A		07/27/2016	SAL'S PLUMBING INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	3,118.93	
						07/26/2016	**0000062046**	**SAL'S PLUMBING INC**								**3,118.93**
07/26/16	0000062047	A		07/27/2016	ALLISON MECHANICAL, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	9,450.00	
						07/26/2016	**0000062047**	**ALLISON MECHANICAL, INC.**								**9,450.00**
07/26/16	0000062048	A		07/27/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	8,360.00	
						07/26/2016	**0000062048**	**INTEGRATED INTERIORS, INC.**								**8,360.00**
07/26/16	0000062049	A		07/27/2016	BAGHOUSE AND INDUSTRIAL SHEET	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	3,299.43	
						07/26/2016	**0000062049**	**BAGHOUSE AND INDUSTRIAL SHEET**								**3,299.43**
07/26/16	0000062050	A		07/27/2016	BSN SPORTS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	1,650.00	
						07/26/2016	**0000062050**	**BSN SPORTS**								**1,650.00**
07/26/16	0000062051	A		07/28/2016	CAPITAL DOOR	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,319.82	
						07/26/2016	**0000062051**	**CAPITAL DOOR**								**1,319.82**
07/26/16	0000062052	A		07/28/2016	COMMERCIAL DOOR METAL SYSTEMS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	5,998.00	

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						07/26/2016	**0000062052**	**COMMERCIAL DOOR METAL SYSTEMS**								**5,998.00**
07/26/16	0000062053	A		07/28/2016	MATTHEW BENDER & CO., INC.	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	3,421.51	
						07/26/2016	**0000062053**	**MATTHEW BENDER & CO., INC.**								**3,421.51**
07/26/16	0000062054	A		07/28/2016	HOOD DOCTORS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	3,520.00	
						07/26/2016	**0000062054**	**HOOD DOCTORS**								**3,520.00**
07/26/16	0000062055	A		07/28/2016	DUTHIE POWER SERVICES	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	1,561.53	
						07/26/2016	**0000062055**	**DUTHIE POWER SERVICES**								**1,561.53**
07/26/16	0000062056	A		07/28/2016	COMMERCIAL DOOR METAL SYSTEMS	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	2,945.00	
						07/26/2016	**0000062056**	**COMMERCIAL DOOR METAL SYSTEMS**								**2,945.00**
07/26/16	0000062057	A		07/28/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	980.00	
						07/26/2016	**0000062057**	**INTEGRATED INTERIORS, INC.**								**980.00**
07/26/16	0000062058	A		07/28/2016	LAKEWOOD GLASS AND SCREEN, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	6,037.68	
						07/26/2016	**0000062058**	**LAKEWOOD GLASS AND SCREEN, INC.**								**6,037.68**
07/26/16	0000062059	A		07/28/2016	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	5,950.00	
						07/26/2016	**0000062059**	**PETERSON'S TREE WORKS**								**5,950.00**
07/26/16	0000062060	A		07/28/2016	RODRIGUEZ ENGINEERING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	9,500.00	
						07/26/2016	**0000062060**	**RODRIGUEZ ENGINEERING**								**9,500.00**
07/26/16	0000062061	A		07/28/2016	HAWORTH, INC.	FURNITURE, OFFICE	Physical Property-Related	42.0	00000.0	00000	64068	6120	7100000	16-17	1,086.82	

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						07/26/2016	**0000062061**	**HAWORTH, INC.**								**1,086.82**
07/26/16	0000062062	A		07/28/2016	GST INC	SECURITY SUPP/EQUIP/SYSTEM	Physical Property-Related	42.0	00000.0	00000	64068	6120	7100000	16-17	4,639.15	
						07/26/2016	**0000062062**	**GST INC**								**4,639.15**
07/26/16	0000062063	A		07/28/2016	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	2,980.00	
						07/26/2016	**0000062063**	**INTEGRATED INTERIORS, INC.**								**2,980.00**
07/26/16	0000062064	A		07/28/2016	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	3,960.00	
						07/26/2016	**0000062064**	**MARZOLA CONSTRUCTION CO., INC.**								**3,960.00**
07/26/16	0000062065	A		07/28/2016	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	3,880.00	
						07/26/2016	**0000062065**	**MARZOLA CONSTRUCTION CO., INC.**								**3,880.00**
07/26/16	0000062066	A		07/28/2016	COUNTY OF LOS ANGELES	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	887.00	
						07/26/2016	**0000062066**	**COUNTY OF LOS ANGELES**								**887.00**
07/26/16	0000062067	A		07/28/2016	ORANGE CO. TANK TESTING	TESTING LABORATORIES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	616.56	
						07/26/2016	**0000062067**	**ORANGE CO. TANK TESTING**								**616.56**
07/26/16	0000062068	A		07/28/2016	FOUNDATION FOR CCC	LICENSE/FEES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	14,885.99	
						07/26/2016	**0000062068**	**FOUNDATION FOR CCC**								**14,885.99**
07/26/16	0000062069	A		07/26/2016	CENGAGE LEARNING	BOOKS/SUPPLIES	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	1,325.00	
						COSMETOLOGY SUPP/EQUIP		39.3	00000.0	00000	02350	4320	3057000	16-17	505.77	
						07/26/2016	**0000062069**	**CENGAGE LEARNING**								**1,830.77**

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07/26/16	0000062070	A		07/26/2016	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	16-17	932.00	
						07/26/2016	**0000062070**	**DERMALOGICA**								**932.00**
07/26/16	0000062071	A		07/26/2016	STYL ENVY NAIL FASHION	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	1,090.00	
						07/26/2016	**0000062071**	**STYL ENVY NAIL FASHION**								**1,090.00**
07/26/16	0000062072	A		07/26/2016	SALLY'S BEAUTY SUPPLY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	533.57	
						07/26/2016	**0000062072**	**SALLY'S BEAUTY SUPPLY**								**533.57**
07/26/16	0000062073	A		07/26/2016	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	10,809.53	
						07/26/2016	**0000062073**	**DERMALOGICA**								**10,809.53**
07/26/16	0000062074	A		07/26/2016	K-LOG	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	16-17	969.01	
						07/26/2016	**0000062074**	**K-LOG**								**969.01**
07/26/16	0000062075	A		07/26/2016	MICRO CURRENT TECHNOLOGY, INC.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	6450	3057000	16-17	3,078.50	
						07/26/2016	**0000062075**	**MICRO CURRENT TECHNOLOGY, INC.**								**3,078.50**
07/26/16	0000062076	A		07/26/2016	JAZZ Z BEAUTY PRODUCTS	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	31,370.20	
						07/26/2016	**0000062076**	**JAZZ Z BEAUTY PRODUCTS**								**31,370.20**
07/28/16	0000062078	A		07/28/2016	COMMUNITY COLLEGE LEAGUE of	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	2,000.00	
						07/28/2016	**0000062078**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**2,000.00**
07/28/16	0000062079	A		07/28/2016	ACBO	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	85.00	
						07/28/2016	**0000062079**	**ACBO**								**85.00**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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07/28/16	0000062080	A		07/29/2016	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	6,870.00	
						07/28/2016	**0000062080**	**MARZOLA CONSTRUCTION CO., INC.**								**6,870.00**
07/28/16	0000062081	A		07/29/2016	BAYSHORE BUILDING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65025	6120	7100000	16-17	13,530.00	
						07/28/2016	**0000062081**	**BAYSHORE BUILDING INTERIORS, INC.**								**13,530.00**
07/28/16	0000062082	A		07/29/2016	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,738.72	
						07/28/2016	**0000062082**	**SIMPLEX GRINNELL LP**								**1,738.72**
07/28/16	0000062083	A		07/29/2016	GONLED	LIGHTING SUPP/EQUIP/MAINT/SY	Grounds Maintenance-Re	41.0	00000.0	00000	71016	6460	6550000	16-17	6,665.35	
						07/28/2016	**0000062083**	**GONLED**								**6,665.35**
07/28/16	0000062084	A		07/29/2016	AQUA-SERV	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,852.84	
						07/28/2016	**0000062084**	**AQUA-SERV**								**1,852.84**
07/28/16	0000062085	A		07/29/2016	JANTEK ELECTRONICS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	650.00	
						07/28/2016	**0000062085**	**JANTEK ELECTRONICS, INC.**								**650.00**
07/28/16	0000062086	A		07/29/2016	SAL'S PLUMBING INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	365.44	
						07/28/2016	**0000062086**	**SAL'S PLUMBING INC**								**365.44**
07/28/16	0000062087	A		07/29/2016	CARSON VALLEY INC.	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	7,080.00	
						07/28/2016	**0000062087**	**CARSON VALLEY INC.**								**7,080.00**
07/28/16	0000062088	A		07/29/2016	BAYSHORE BUILDING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65025	6120	7100000	16-17	9,520.00	
						07/28/2016	**0000062088**	**BAYSHORE BUILDING INTERIORS, INC.**								**9,520.00**

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07/29/16	0000062089	A		07/29/2016	RP GROUP, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70200	5210	6190000	16-17	450.00	
						07/29/2016	**0000062089**	**RP GROUP, THE**								**450.00**
07/29/16	0000062090	A		07/29/2016	UC REGENTS	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	60.00	
						07/29/2016	**0000062090**	**UC REGENTS**								**60.00**
07/29/16	0000062091	A		07/29/2016	CALIFORNIA STATE POLYTECHNIC,	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	16-17	75.00	
						07/29/2016	**0000062091**	**CALIFORNIA STATE POLYTECHNIC, POMONA**								**75.00**
07/29/16	0000062092	A		07/29/2016	CLASSIC IMAGE PHOTOGRAPHY	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	16-17	144.05	
						07/29/2016	**0000062092**	**CLASSIC IMAGE PHOTOGRAPHY**								**144.05**
07/01/16	13C0008C	A		07/01/2016	AUGUST ENTERPRISES, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	11,000.00	
						07/01/2016	**13C0008C**	**AUGUST ENTERPRISES, INC.**								**11,000.00**
07/11/16	13C0014D	A		07/11/2016	ORY, CARON	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	500.00	
						07/11/2016	**13C0014D**	**ORY, CARON**								**500.00**
07/11/16	13C0015C	A		07/11/2016	EZA STUDIOS, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	500.00	
						07/11/2016	**13C0015C**	**EZA STUDIOS, INC.**								**500.00**
07/09/16	13C0102C	A		07/09/2016	NCS PEARSON INC	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00005	79850	6310	4900000	16-17	11,250.00	
						07/09/2016	**13C0102C**	**NCS PEARSON INC**								**11,250.00**
07/01/16	13C0105C	A		07/01/2016	BARRA GWYNN ENTERPRISES, LLC	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	8,000.00	
						07/01/2016	**13C0105C**	**BARRA GWYNN ENTERPRISES, LLC**								**8,000.00**

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07/01/16	13C0131C	A		07/01/2016	APPLETON, KEVIN	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/01/2016	**13C0131C**	**APPLETON, KEVIN**								**1,000.00**
07/11/16	13C0159C	A		07/11/2016	MEDICAL BILLING TECHNOLOGIES,	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	73320	5810	6190000	16-17	10,000.00	
						07/11/2016	**13C0159C**	**MEDICAL BILLING TECHNOLOGIES, INC.**								**10,000.00**
07/11/16	13C0171C	A		07/11/2016	MORAN, ELAINE	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	750.00	
						07/11/2016	**13C0171C**	**MORAN, ELAINE**								**750.00**
07/11/16	13C0172B	A		07/11/2016	VOICES FOR ALL	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/11/2016	**13C0172B**	**VOICES FOR ALL**								**1,500.00**
07/11/16	13C0173B	A		07/11/2016	ROUNDS, MILLER AND ASSOCIATES	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**13C0173B**	**ROUNDS, MILLER AND ASSOCIATES**								**2,000.00**
07/11/16	13C0174C	A		07/11/2016	NOTARY PUBLIC SEMINARS, INC.	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**13C0174C**	**NOTARY PUBLIC SEMINARS, INC.**								**1,000.00**
07/11/16	13C0183B	A		07/11/2016	FINANCIAL ANALYTICAL	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**13C0183B**	**FINANCIAL ANALYTICAL SERVICES, INC.**								**1,000.00**
07/11/16	13C0184B	A		07/11/2016	KATHY HOUCK	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	11,000.00	
						07/11/2016	**13C0184B**	**KATHY HOUCK**								**11,000.00**
07/11/16	13C0185B	A		07/11/2016	HOLLYWOOD FILM INSTITUTE	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**13C0185B**	**HOLLYWOOD FILM INSTITUTE**								**1,000.00**

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07/11/16	13C0226B	A		07/11/2016	OTERO PUBLISHING	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,500.00	
						07/11/2016	**13C0226B**	**OTERO PUBLISHING**								**2,500.00**
07/11/16	13C0227B	A		07/11/2016	TUMBLE-N-KIDS, INC.	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	4,000.00	
						07/11/2016	**13C0227B**	**TUMBLE-N-KIDS, INC.**								**4,000.00**
07/11/16	13C0228B	A		07/11/2016	WIERSMA, NYDIA	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	3,000.00	
						07/11/2016	**13C0228B**	**WIERSMA, NYDIA**								**3,000.00**
07/11/16	13C0229B	A		07/11/2016	RUBIO, MARCOS	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	750.00	
						07/11/2016	**13C0229B**	**RUBIO, MARCOS**								**750.00**
07/11/16	14C0050A	A		07/11/2016	STAHL-STEINKAMP, CHRISTINE	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	14,000.00	
						07/11/2016	**14C0050A**	**STAHL-STEINKAMP, CHRISTINE**								**14,000.00**
07/11/16	14C0087B	A		07/11/2016	ODESSA TACTICAL GEAR	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**14C0087B**	**ODESSA TACTICAL GEAR**								**2,000.00**
07/11/16	14C0088B	A		07/11/2016	MIGUEL FIGUEROA	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**14C0088B**	**MIGUEL FIGUEROA**								**2,000.00**
07/11/16	14C0117B	A		07/11/2016	MOTORCYCLE RIDER TRAINING	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	300,000.00	
						07/11/2016	**14C0117B**	**MOTORCYCLE RIDER TRAINING**								**300,000.00**
07/11/16	14C0147B	A		07/11/2016	MIKHAEL, SAMEIRA	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**14C0147B**	**MIKHAEL, SAMEIRA**								**2,000.00**

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07/11/16	14C0153B	A		07/11/2016	MANZANILLA, MARIO A.	CONTRACT CONSULTANTS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**14C0153B**	**MANZANILLA, MARIO A.**								**1,000.00**
07/11/16	15C0008A	A		07/11/2016	BUTEL, KAREN	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,500.00	
						07/11/2016	**15C0008A**	**BUTEL, KAREN**								**2,500.00**
07/11/16	15C0014A	A		07/11/2016	FRESHIFILMS, LLC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	15,000.00	
						07/11/2016	**15C0014A**	**FRESHIFILMS, LLC.**								**15,000.00**
07/11/16	15C0016A	A		07/11/2016	GLOBAL CULTURE EDUCATION	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	750.00	
						07/11/2016	**15C0016A**	**GLOBAL CULTURE EDUCATION FOUNDATION**								**750.00**
07/11/16	15C0017A	A		07/11/2016	VAN GROENOU, VINCENT	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	3,000.00	
						07/11/2016	**15C0017A**	**VAN GROENOU, VINCENT**								**3,000.00**
07/11/16	15C0035A	A		07/11/2016	LIFE FORCE WELLNESS CENTER	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	100.00	
						07/11/2016	**15C0035A**	**LIFE FORCE WELLNESS CENTER**								**100.00**
07/11/16	15C0036A	A		07/11/2016	MIXNER, JACK B.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/11/2016	**15C0036A**	**MIXNER, JACK B.**								**1,500.00**
07/22/16	15C0039A	A		07/22/2016	MORALES, RANDAL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	75265	5810	6190000	16-17	18,171.03	
						07/22/2016	**15C0039A**	**MORALES, RANDAL**								**18,171.03**
07/25/16	15C0044A	A		07/25/2016	CALIFORNIA COMMUNITY	CONTRACTED SERVICES	Student Personnel	01.0	00000.0	00000	03100	5810	6450000	16-17	3,900.00	
						07/25/2016	**15C0044A**	**CALIFORNIA COMMUNITY COLLEGE**								**3,900.00**

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07/11/16	15C0084A	A		07/11/2016	YOUNGER, RUTH	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**15C0084A**		**YOUNGER, RUTH**							**1,000.00**
07/01/16	15C0144A	A		07/01/2016	BROWN, WILEY J.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/01/2016	**15C0144A**		**BROWN, WILEY J.**							**1,000.00**
07/22/16	15C0148A	A		07/22/2016	MORALES, RANDAL	CONTRACTED SERVICES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72340	5810	0909000	16-17	49,000.00	
						07/22/2016	**15C0148A**		**MORALES, RANDAL**							**49,000.00**
07/11/16	15C0150A	A		07/11/2016	DURRANI, AMIR S.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	500.00	
						07/11/2016	**15C0150A**		**DURRANI, AMIR S.**							**500.00**
07/11/16	15C0160A	A		07/11/2016	ANTONIA D CHIANIS	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	3,000.00	
						07/11/2016	**15C0160A**		**ANTONIA D CHIANIS**							**3,000.00**
07/01/16	15C0161A	A		07/01/2016	ROGER I BURGRAFF	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	4,000.00	
						07/01/2016	**15C0161A**		**ROGER I BURGRAFF**							**4,000.00**
07/01/16	15C0163A	A		07/01/2016	BEGANY, BRYANT	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/01/2016	**15C0163A**		**BEGANY, BRYANT**							**1,000.00**
07/11/16	15C0164A	A		07/11/2016	KONSTANT EUGENE	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**15C0164A**		**KONSTANT EUGENE**							**1,000.00**
07/11/16	15C0165A	A		07/11/2016	GREENSPAN, FRANCES	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**15C0165A**		**GREENSPAN, FRANCES**							**1,000.00**

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07/11/16	15C0166A	A		07/11/2016	EAST WEST ICE PALACE	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	3,500.00	
						07/11/2016	**15C0166A**	**EAST WEST ICE PALACE**								**3,500.00**
07/11/16	15C0167A	A		07/11/2016	SHIRLEY DOUGLASS AND ASSOCIATES	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**15C0167A**	**SHIRLEY DOUGLASS AND ASSOCIATES**								**2,000.00**
07/11/16	15C0168A	A		07/11/2016	WOODS, JANET	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	500.00	
						07/11/2016	**15C0168A**	**WOODS, JANET**								**500.00**
07/11/16	15C0169A	A		07/11/2016	THOMAS, GRETCHEN	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/11/2016	**15C0169A**	**THOMAS, GRETCHEN**								**2,000.00**
07/11/16	15C0170A	A		07/11/2016	NATIONAL CAPITAL FUNDING	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/11/2016	**15C0170A**	**NATIONAL CAPITAL FUNDING**								**1,500.00**
07/11/16	15C0171A	A		07/11/2016	DAN MIKELS	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	500.00	
						07/11/2016	**15C0171A**	**DAN MIKELS**								**500.00**
07/11/16	15C0172A	A		07/11/2016	WOW MEDIA INSTRUCTION	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,000.00	
						07/11/2016	**15C0172A**	**WOW MEDIA INSTRUCTION**								**1,000.00**
07/22/16	15C0201A	A		07/22/2016	CHAVEZ, STACIE ANN	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	75265	5810	6190000	16-17	11,310.00	
						07/22/2016	**15C0201A**	**CHAVEZ, STACIE ANN**								**11,310.00**
07/05/16	15C0203	A		07/05/2016	PIONEER MEDICAL GROUP	CONTRACTED SERVICES	Health Services	69.0	00000.0	00000	03310	5110	6440000	16-17	30,000.00	
						07/05/2016	**15C0203**	**PIONEER MEDICAL GROUP**								**30,000.00**

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07/11/16	15C0210A	A		07/11/2016	TOTAL CONTROL TRAINING, INC.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,500.00	
						07/11/2016	**15C0210A**	**TOTAL CONTROL TRAINING, INC.**								**2,500.00**
07/11/16	15C0223A	A		07/11/2016	RIZO, CHRISTOPHER	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/11/2016	**15C0223A**	**RIZO, CHRISTOPHER**								**1,500.00**
07/09/16	15C0224	A		07/09/2016	MACDONALD, CARMEN	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,500.00	
						07/09/2016	**15C0224**	**MACDONALD, CARMEN**								**2,500.00**
07/09/16	15C0225	A		07/09/2016	NOBLE, HYACINTH	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	3,000.00	
						07/09/2016	**15C0225**	**NOBLE, HYACINTH**								**3,000.00**
07/14/16	15C0228	A		07/14/2016	LYNWOOD U.S.D.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	01004	71646	5810	6190000	16-17	92,400.00	
						07/14/2016	**15C0228**	**LYNWOOD U.S.D.**								**92,400.00**
07/22/16	15C0230	A		07/22/2016	PARAMOUNT UNIFIED SCHOOL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	01005	71646	5810	6190000	16-17	88,400.00	
						07/22/2016	**15C0230**	**PARAMOUNT UNIFIED SCHOOL DISTRICT**								**88,400.00**
07/20/16	15C0234	C		07/20/2016	PASTOR, MANUEL	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5810	6720000	16-17	1,500.00	
						07/20/2016	**15C0234**	**PASTOR, MANUEL**								**1,500.00**
07/20/16	15FC0059	A		07/20/2016	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	44,390.00	
						07/20/2016	**15FC0059**	**RDM ELECTRIC CO., INC.**								**44,390.00**
07/14/16	15P019	A		07/14/2016	NPG, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6220	7100000	16-17	158,944.00	
						07/14/2016	**15P019**	**NPG, INC.**								**158,944.00**

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07/09/16	16C0008	A		07/09/2016	LUNA, LAURA	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/09/2016	**16C0008**	**LUNA, LAURA**								**2,000.00**
07/09/16	16C0009	A		07/09/2016	NORWALK-LA MIRADA USD	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5860	6460000	16-17	3,000.00	
						07/09/2016	**16C0009**	**NORWALK-LA MIRADA USD**								**3,000.00**
07/09/16	16C0018	A		07/09/2016	XIROS II, NICKOLAS H.	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	2,000.00	
						07/09/2016	**16C0018**	**XIROS II, NICKOLAS H.**								**2,000.00**
07/20/16	16C0021	A		07/20/2016	ARREOLA, VICTOR	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	00000	75265	5810	6190000	16-17	20,000.00	
						07/20/2016	**16C0021**	**ARREOLA, VICTOR**								**20,000.00**
07/14/16	16C0022	A		07/14/2016	RUDD, JAMES	CONTRACT CONSULTANTS	Oth Instr Sup Services	01.3	00000.0	00000	77330	5810	6190000	16-17	10,000.00	
						07/14/2016	**16C0022**	**RUDD, JAMES**								**10,000.00**
07/18/16	16C0027	A		07/18/2016	CHARLES NECHTEM ASSOCIATES, INC	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	19,872.00	
						07/18/2016	**16C0027**	**CHARLES NECHTEM ASSOCIATES, INC**								**19,872.00**
07/20/16	16FC0001	A		07/20/2016	H.L. MOE CO., INC. DBA MOE PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65060	6130	7100000	16-17	44,900.00	
						07/20/2016	**16FC0001**	**H.L. MOE CO., INC. DBA MOE PLUMBING**								**44,900.00**
07/06/16	61827A	A		07/06/2016	RAN GRAPHICS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	6,601.68	
						07/06/2016	**61827A**	**RAN GRAPHICS**								**6,601.68**
07/01/16	APO160001	A		07/01/2016	DAILY SAW SERVICES INC	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	5640	6893000	16-17	1,000.00	
						07/01/2016	**APO160001**	**DAILY SAW SERVICES INC**								**1,000.00**

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07/01/16	APO160002	A		07/01/2016	DATA CLEAN CORPORATION	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5810	6780000	16-17	6,700.00	
						07/01/2016	**APO160002**	**DATA CLEAN CORPORATION**								**6,700.00**
07/01/16	APO160003	A		07/01/2016	CSC COMMUNICATIONS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	500.00	
						07/01/2016	**APO160003**	**CSC COMMUNICATIONS SUPPLY CORP**								**500.00**
07/01/16	APO160004	A		07/01/2016	GST INC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	5,000.00	
						07/01/2016	**APO160004**	**GST INC**								**5,000.00**
07/01/16	APO160005	A		07/01/2016	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	1,500.00	
						07/01/2016	**APO160005**	**HOME DEPOT CREDIT SERVICES**								**1,500.00**
07/01/16	APO160006	A		07/01/2016	IRON MOUNTAIN	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5610	6780000	16-17	4,500.00	
						07/01/2016	**APO160006**	**IRON MOUNTAIN**								**4,500.00**
07/01/16	APO160007	A		07/01/2016	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	16-17	10,000.00	
						07/01/2016	**APO160007**	**KTS NETWORK SOLUTIONS**								**10,000.00**
07/01/16	APO160008	A		07/01/2016	LASER PROS INTERNATIONAL	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	2,000.00	
						07/01/2016	**APO160008**	**LASER PROS INTERNATIONAL**								**2,000.00**
07/01/16	APO160009	A		07/01/2016	LYNDE-ORDWAY	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	5640	6893000	16-17	1,500.00	
						07/01/2016	**APO160009**	**LYNDE-ORDWAY**								**1,500.00**
07/01/16	APO160010	A		07/01/2016	READY REFRESH BY NESTLE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	650.00	
						07/01/2016	**APO160010**	**READY REFRESH BY NESTLE**								**650.00**

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07/01/16	APO160011	A		07/01/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	2,000.00	
						07/01/2016	**APO160011**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,000.00**
07/01/16	APO160012	A		07/01/2016	PACIFIC COAST CABLING	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5810	6780000	16-17	6,000.00	
						07/01/2016	**APO160012**	**PACIFIC COAST CABLING**								**6,000.00**
07/01/16	APO160013	A		07/01/2016	PITNEY BOWES	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	5640	6893000	16-17	1,000.00	
						07/01/2016	**APO160013**	**PITNEY BOWES**								**1,000.00**
07/01/16	APO160014	A		07/01/2016	POWERTRON BATTERY CO.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	1,500.00	
						07/01/2016	**APO160014**	**POWERTRON BATTERY CO.**								**1,500.00**
07/01/16	APO160015	A		07/01/2016	PRINT FINISHING SOLUTIONS	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	5640	6893000	16-17	2,000.00	
						07/01/2016	**APO160015**	**PRINT FINISHING SOLUTIONS**								**2,000.00**
07/01/16	APO160016	A		07/01/2016	FRONTIER COMMUNICATIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	16-17	35,000.00	
						07/01/2016	**APO160016**	**FRONTIER COMMUNICATIONS**								**35,000.00**
07/01/16	APO160017	A		07/01/2016	VERIZON BUSINESS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	16-17	9,000.00	
						07/01/2016	**APO160017**	**VERIZON BUSINESS**								**9,000.00**
07/01/16	APO160018	C		07/01/2016	EDUCAUSE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	40.00	
						07/01/2016	**APO160018**	**EDUCAUSE**								**40.00**
07/01/16	APO160019	A		07/01/2016	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	16-17	25,685.00	
						07/01/2016	**APO160019**	**KTS NETWORK SOLUTIONS**								**25,685.00**

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07/01/16	APO160020	A		07/01/2016	ODYSSEY POWER CORPORATION	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5810	6780000	16-17	3,335.00	
						07/01/2016	**APO160020**	**ODYSSEY POWER CORPORATION**								**3,335.00**
07/01/16	APO160021	A		07/01/2016	CI SOLUTIONS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	5,270.00	
						07/01/2016	**APO160021**	**CI SOLUTIONS**								**5,270.00**
07/06/16	APO160022	A		07/06/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	3,000.00	
						07/06/2016	**APO160022**	**I.S. BLUEPRINT SERVICE INC**								**3,000.00**
07/06/16	APO160023	A		07/06/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6130	7100000	16-17	3,000.00	
						07/06/2016	**APO160023**	**I.S. BLUEPRINT SERVICE INC**								**3,000.00**
07/06/16	APO160024	A		07/06/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65025	6130	7100000	16-17	2,500.00	
						07/06/2016	**APO160024**	**I.S. BLUEPRINT SERVICE INC**								**2,500.00**
07/06/16	APO160025	A		07/06/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65050	6120	7100000	16-17	2,000.00	
						07/06/2016	**APO160025**	**I.S. BLUEPRINT SERVICE INC**								**2,000.00**
07/06/16	APO160026	A		07/06/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65004	6120	7100000	16-17	3,000.00	
						07/06/2016	**APO160026**	**I.S. BLUEPRINT SERVICE INC**								**3,000.00**
07/06/16	APO160027	A		07/07/2016	WATERLINE TECHNOLOGIES	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	61,000.00	
						07/06/2016	**APO160027**	**WATERLINE TECHNOLOGIES**								**61,000.00**
07/06/16	APO160028	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65052	6120	7100000	16-17	10,000.00	
						07/06/2016	**APO160028**	**I.S. BLUEPRINT SERVICE INC**								**10,000.00**

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07/06/16	APO160029	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64090	6130	7100000	16-17	2,000.00	
						07/06/2016	**APO160029**	**I.S. BLUEPRINT SERVICE INC**								**2,000.00**
07/06/16	APO160030	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65057	6130	7100000	16-17	3,500.00	
						07/06/2016	**APO160030**	**I.S. BLUEPRINT SERVICE INC**								**3,500.00**
07/06/16	APO160031	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65060	6120	7100000	16-17	3,000.00	
						07/06/2016	**APO160031**	**I.S. BLUEPRINT SERVICE INC**								**3,000.00**
07/06/16	APO160032	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65060	6130	7100000	16-17	3,000.00	
						07/06/2016	**APO160032**	**I.S. BLUEPRINT SERVICE INC**								**3,000.00**
07/06/16	APO160033	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65059	6130	7100000	16-17	6,000.00	
						07/06/2016	**APO160033**	**I.S. BLUEPRINT SERVICE INC**								**6,000.00**
07/06/16	APO160034	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64038	6120	7100000	16-17	3,500.00	
						07/06/2016	**APO160034**	**I.S. BLUEPRINT SERVICE INC**								**3,500.00**
07/06/16	APO160035	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	2,000.00	
						07/06/2016	**APO160035**	**I.S. BLUEPRINT SERVICE INC**								**2,000.00**
07/06/16	APO160036	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65061	6130	7100000	16-17	10,000.00	
						07/06/2016	**APO160036**	**I.S. BLUEPRINT SERVICE INC**								**10,000.00**
07/06/16	APO160037	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65054	6130	7100000	16-17	4,000.00	
						07/06/2016	**APO160037**	**I.S. BLUEPRINT SERVICE INC**								**4,000.00**

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07/06/16	APO160038	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64056	6130	7100000	16-17	2,000.00	
						07/06/2016	**APO160038**	**I.S. BLUEPRINT SERVICE INC**								**2,000.00**
07/06/16	APO160039	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64058	6120	7100000	16-17	2,000.00	
						07/06/2016	**APO160039**	**I.S. BLUEPRINT SERVICE INC**								**2,000.00**
07/06/16	APO160040	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65009	6120	7100000	16-17	3,500.00	
						07/06/2016	**APO160040**	**I.S. BLUEPRINT SERVICE INC**								**3,500.00**
07/06/16	APO160041	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65050	6120	7100000	16-17	4,000.00	
						07/06/2016	**APO160041**	**I.S. BLUEPRINT SERVICE INC**								**4,000.00**
07/06/16	APO160042	A		07/07/2016	I.S. BLUEPRINT SERVICE INC	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64051	6120	7100000	16-17	3,500.00	
						07/06/2016	**APO160042**	**I.S. BLUEPRINT SERVICE INC**								**3,500.00**
07/06/16	APO160043	A		07/07/2016	HOME DEPOT #0608	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	10,000.00	
						07/06/2016	**APO160043**	**HOME DEPOT #0608**								**10,000.00**
07/06/16	APO160044	A		07/07/2016	AAA ELECTRICAL SUPPLY, INC.	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	5,000.00	
						07/06/2016	**APO160044**	**AAA ELECTRICAL SUPPLY, INC.**								**5,000.00**
07/06/16	APO160045	A		07/07/2016	AIRE FILTER PRODUCTS	REPAIRS - OTHER	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	57,756.48	
						07/06/2016	**APO160045**	**AIRE FILTER PRODUCTS**								**57,756.48**
07/06/16	APO160046	A		07/07/2016	ACOUSTICAL MATERIAL SERVICES	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	1,500.00	
						07/06/2016	**APO160046**	**ACOUSTICAL MATERIAL SERVICES**								**1,500.00**

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07/06/16	APO160047	A		07/07/2016	ALL AMERICAN TROPHY	SIGNS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	500.00	
						07/06/2016	**APO160047**	**ALL AMERICAN TROPHY**								**500.00**
07/06/16	APO160048	A		07/07/2016	ALLEN TIRE COMPANY	TIRES AND TUBES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	600.00	
							Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	600.00	
							Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	600.00	
						07/06/2016	**APO160048**	**ALLEN TIRE COMPANY**								**1,800.00**
07/06/16	APO160049	A		07/07/2016	AMERIGAS PROPANE COMPANY	MISCELLANEOUS	Transportation	01.0	00000.0	00000	04400	5610	6492000	16-17	160.00	
						07/06/2016	**APO160049**	**AMERIGAS PROPANE COMPANY**								**160.00**
07/06/16	APO160050	A		07/07/2016	AQUA-SERV	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	18,994.08	
						07/06/2016	**APO160050**	**AQUA-SERV**								**18,994.08**
07/06/16	APO160051	A		07/07/2016	AQUA-SERV	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	3,240.00	
						07/06/2016	**APO160051**	**AQUA-SERV**								**3,240.00**
07/06/16	APO160052	A		07/07/2016	AUTOMATIC STOREFRONT	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	5,500.00	
						07/06/2016	**APO160052**	**AUTOMATIC STOREFRONT SERVICES**								**5,500.00**
07/06/16	APO160053	A		07/07/2016	BATTERY SYSTEMS	BATTERIES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	1,400.00	
							Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	1,400.00	
							Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,400.00	
						07/06/2016	**APO160053**	**BATTERY SYSTEMS**								**4,200.00**

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07/06/16	APO160054	A		07/07/2016	BISHOP COMPANY	GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	3,500.00	
						07/06/2016	**APO160054**	**BISHOP COMPANY**								**3,500.00**
07/06/16	APO160055	A		07/07/2016	BUDGET RENT A CAR	RENTS/RENTALS	Education, General	01.0	00000.0	00100	04400	5610	0801000	16-17	12,500.00	
						07/06/2016	**APO160055**	**BUDGET RENT A CAR**								**12,500.00**
07/06/16	APO160056	A		07/07/2016	CARSON SUPPLY COMPANY, INC.	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	7,000.00	
						07/06/2016	**APO160056**	**CARSON SUPPLY COMPANY, INC.**								**7,000.00**
07/06/16	APO160057	A		07/07/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	5,000.00	
						07/06/2016	**APO160057**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/06/16	APO160058	A		07/06/2016	WARD'S NATURAL SCIENCE ESTAB-	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	2,500.00	
						07/06/2016	**APO160058**	**WARD'S NATURAL SCIENCE ESTAB-**								**2,500.00**
07/06/16	APO160059	A		07/06/2016	HARDY DIAGNOSTICS	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	2,000.00	
						07/06/2016	**APO160059**	**HARDY DIAGNOSTICS**								**2,000.00**
07/06/16	APO160060	A		07/12/2016	ALLEN TIRE COMPANY	TIRES AND TUBES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	1,500.00	
						07/06/2016	**APO160060**	**ALLEN TIRE COMPANY**								**1,500.00**
07/06/16	APO160061	A		07/12/2016	AT&T	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	16-17	1,000.00	
						07/06/2016	**APO160061**	**AT&T**								**1,000.00**
07/06/16	APO160062	A		07/12/2016	AUTHORIZE.NET	MISCELLANEOUS	Campus Police	39.5	00000.0	00000	79800	5880	6795000	16-17	4,000.00	
						07/06/2016	**APO160062**	**AUTHORIZE.NET**								**4,000.00**

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07/06/16	APO160063	A		07/12/2016	DEPARTMENT OF JUSTICE	CONTRACTED SERVICES	Campus Police	39.5	00000.0	00000	79800	5860	6795000	16-17	80,000.00	
						07/06/2016	**APO160063**	**DEPARTMENT OF JUSTICE**								**80,000.00**
07/06/16	APO160064	A		07/12/2016	CERRITOS DODGE CHRYSLER JEEP	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	3,000.00	
						07/06/2016	**APO160064**	**CERRITOS DODGE CHRYSLER JEEP RAM**								**3,000.00**
07/06/16	APO160065	A		07/12/2016	BIOMETRICS4ALL, INC.	CONTRACTED SERVICES	Campus Police	39.5	00000.0	00000	79800	5860	6795000	16-17	2,500.00	
						07/06/2016	**APO160065**	**BIOMETRICS4ALL, INC.**								**2,500.00**
07/06/16	APO160066	A		07/12/2016	CI SOLUTIONS	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	600.00	
						07/06/2016	**APO160066**	**CI SOLUTIONS**								**600.00**
07/06/16	APO160067	A		07/12/2016	DOOLEY ENTERPRISES, INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	4,000.00	
						07/06/2016	**APO160067**	**DOOLEY ENTERPRISES, INC.**								**4,000.00**
07/06/16	APO160068	A		07/12/2016	FOLLETT BOOKSTORE #603	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	250.00	
						07/06/2016	**APO160068**	**FOLLETT BOOKSTORE #603**								**250.00**
07/06/16	APO160069	A		07/12/2016	GALLS/ LONG BEACH UNIFORM	UNIFORMS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	8,000.00	
						07/06/2016	**APO160069**	**GALLS/ LONG BEACH UNIFORM**								**8,000.00**
07/06/16	APO160070	A		07/12/2016	NORM REEVES FORD SUPERSTORE	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	3,000.00	
						07/06/2016	**APO160070**	**NORM REEVES FORD SUPERSTORE**								**3,000.00**
07/06/16	APO160071	A		07/12/2016	FRONTIER COMMUNICATIONS	UTILITIES	Parking	39.5	00000.0	00000	79800	5540	6950000	16-17	9,000.00	
						07/06/2016	**APO160071**	**FRONTIER COMMUNICATIONS**								**9,000.00**

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07/06/16	APO160072	A		07/12/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	7,000.00	
						07/06/2016	**APO160072**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**7,000.00**
07/06/16	APO160073	A		07/12/2016	SHRED-IT LLC	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	800.00	
						07/06/2016	**APO160073**	**SHRED-IT LLC**								**800.00**
07/06/16	APO160074	A		07/12/2016	T2 SYSTEMS CANADA, INC.	CONTRACTED SERVICES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	6,000.00	
						07/06/2016	**APO160074**	**T2 SYSTEMS CANADA, INC.**								**6,000.00**
07/06/16	APO160075	A		07/12/2016	EDVOTEK INC.	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	4,250.00	
						07/06/2016	**APO160075**	**EDVOTEK INC.**								**4,250.00**
07/06/16	APO160076	A		07/12/2016	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	3,000.00	
						07/06/2016	**APO160076**	**BANK OF AMERICA**								**3,000.00**
07/06/16	APO160077	A		07/12/2016	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	3,000.00	
						07/06/2016	**APO160077**	**BANK OF AMERICA**								**3,000.00**
07/06/16	APO160078	A		07/07/2016	CITRIX ONLINE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	3,600.00	
						07/06/2016	**APO160078**	**CITRIX ONLINE**								**3,600.00**
07/07/16	APO160079	A		07/14/2016	HOME DEPOT CREDIT SERVICES	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	150.00	
						07/07/2016	**APO160079**	**HOME DEPOT CREDIT SERVICES**								**150.00**
07/07/16	APO160080	A		07/14/2016	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	8,000.00	
						07/07/2016	**APO160080**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**8,000.00**

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07/07/16	APO160081	A		07/14/2016	SMART & FINAL IRIS	FOOD SERVICES SUPP/EQUIP	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	1,000.00	
						07/07/2016	**APO160081**		**SMART & FINAL IRIS**							**1,000.00**
07/07/16	APO160082	A		07/14/2016	FOLLETT BOOKSTORE #603	BOOKS/SUPPLIES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	16-17	500.00	
						07/07/2016	**APO160082**		**FOLLETT BOOKSTORE #603**							**500.00**
07/07/16	APO160083	A		07/14/2016	SMART & FINAL IRIS	FOOD SERVICES SUPP/EQUIP	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	16-17	500.00	
						07/07/2016	**APO160083**		**SMART & FINAL IRIS**							**500.00**
07/07/16	APO160084	A		07/14/2016	RUSTY'S AUTOMOTIVE	TRANSPORTATION SUPP/EQUIP/SERV	Trnsfers & Pymnts to/for	01.3	00000.0	03200	72800	7610	7300000	16-17	2,500.00	
						07/07/2016	**APO160084**		**RUSTY'S AUTOMOTIVE**							**2,500.00**
07/07/16	APO160085	A		07/14/2016	FOLLETT BOOKSTORE #603	BOOKS/SUPPLIES	Trnsfers & Pymnts to/for	01.3	00000.0	03100	71200	7610	7300000	16-17	15,000.00	
						07/07/2016	**APO160085**		**FOLLETT BOOKSTORE #603**							**15,000.00**
07/07/16	APO160086	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	activated	01.0	00000.0	00000	01220	4550	2200000	16-17	500.00	
						07/07/2016	**APO160086**		**OFFICE DEPOT/BUSINESS SVCS DIV**							**500.00**
07/07/16	APO160087	A		07/14/2016	SMART & FINAL IRIS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	400.00	
						07/07/2016	**APO160087**		**SMART & FINAL IRIS**							**400.00**
07/07/16	APO160088	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	1,500.00	
						07/07/2016	**APO160088**		**OFFICE DEPOT/BUSINESS SVCS DIV**							**1,500.00**
07/07/16	APO160089	A		07/07/2016	XEROX CORPORATION	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	5640	6893000	16-17	70,000.00	
						07/07/2016	**APO160089**		**XEROX CORPORATION**							**70,000.00**

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07/07/16	APO160090	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Tutoring	01.0	00000.0	00000	01220	4550	6491000	16-17	1,500.00	
						07/07/2016	**APO160090**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,500.00**
07/07/16	APO160091	A		07/07/2016	TELEPERFORMANCE RAPIDTEXT	AUDIOVISUAL SUPP/EQUIP	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	16-17	15,000.00	
						07/07/2016	**APO160091**	**TELEPERFORMANCE RAPIDTEXT**								**15,000.00**
07/07/16	APO160092	A		07/07/2016	BROSIOUS, SCOTT	AUDIOVISUAL SUPP/EQUIP	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	16-17	10,000.00	
						07/07/2016	**APO160092**	**BROSIOUS, SCOTT**								**10,000.00**
07/07/16	APO160093	A		07/07/2016	RODGER'S CATERING	CATERING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	16-17	1,500.00	
						07/07/2016	**APO160093**	**RODGER'S CATERING**								**1,500.00**
07/07/16	APO160094	A		07/14/2016	PURPLE COMMUNICATIONS	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00002	03500	5810	6420000	16-17	75,000.00	
						07/07/2016	**APO160094**	**PURPLE COMMUNICATIONS**								**75,000.00**
07/07/16	APO160095	A		07/14/2016	SIGN THIS! INC.	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	25,000.00	
						07/07/2016	**APO160095**	**SIGN THIS! INC.**								**25,000.00**
07/07/16	APO160096	A		07/14/2016	RISE INTERPRETING, INC.	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	25,000.00	
						07/07/2016	**APO160096**	**RISE INTERPRETING, INC.**								**25,000.00**
07/07/16	APO160097	A		07/14/2016	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00003	03500	5810	6420000	16-17	75,000.00	
						07/07/2016	**APO160097**	**TOTAL RECALL CAPTIONING, INC.**								**75,000.00**
07/07/16	APO160098	A		07/14/2016	LINKS SIGN LANGUAGE &	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	25,000.00	
						07/07/2016	**APO160098**	**LINKS SIGN LANGUAGE & INTERPRETING**								**25,000.00**

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07/07/16	APO160099	A		07/14/2016	TELEPERFORMANCE RAPIDTEXT	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	25,000.00	
						07/07/2016	**APO160099**	**TELEPERFORMANCE RAPIDTEXT**								**25,000.00**
07/07/16	APO160100	A		07/14/2016	QUICKCAPTION, INC.	CONTRACTED SERVICES	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	16-17	25,000.00	
						07/07/2016	**APO160100**	**QUICKCAPTION, INC.**								**25,000.00**
07/07/16	APO160101	A		07/14/2016	RODGER'S CATERING	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	500.00	
						07/07/2016	**APO160101**	**RODGER'S CATERING**								**500.00**
07/07/16	APO160102	A		07/14/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	500.00	
						07/07/2016	**APO160102**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**500.00**
07/07/16	APO160103	A		07/07/2016	PARAGON MICRO	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	3,047.50	
						07/07/2016	**APO160103**	**PARAGON MICRO**								**3,047.50**
07/07/16	APO160104	A	1	07/14/2016	SMS SYSTEMS MAINTENACE	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5810	6780000	16-17	14,065.20	
						07/07/2016	**APO160104**	**SMS SYSTEMS MAINTENACE SERVICES**								**14,065.20**
07/07/16	APO160105	A		07/14/2016	OFFICE DEPOT/BUSINESS	STATIONERY SUPPLIES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	5,000.00	
						07/07/2016	**APO160105**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/07/16	APO160106	A		07/14/2016	READY REFRESH BY NESTLE	WATER SUPP/SERV/SYSTEM	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	16-17	500.00	
						07/07/2016	**APO160106**	**READY REFRESH BY NESTLE**								**500.00**
07/07/16	APO160107	A		07/08/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	39.7	00000.0	00000	77000	4550	6190000	16-17	2,000.00	
						07/07/2016	**APO160107**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,000.00**

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07/07/16	APO160108	A		07/08/2016	U.S. FOODSERVICE	FOOD PRODUCTS	Child Development	01.3	00000.0	00000	70790	4550	6920000	16-17	6,000.00	
						07/07/2016	**APO160108**	**U.S. FOODSERVICE**								**6,000.00**
07/07/16	APO160109	A		07/08/2016	SMART & FINAL IRIS	FOOD PRODUCTS	Child Development	01.3	00000.0	00000	70790	4550	6920000	16-17	2,000.00	
						07/07/2016	**APO160109**	**SMART & FINAL IRIS**								**2,000.00**
07/07/16	APO160110	A		07/08/2016	U.S. FOODSERVICE	FOOD PRODUCTS	Food Services	01.3	00000.0	00000	70770	4550	6940000	16-17	3,000.00	
						07/07/2016	**APO160110**	**U.S. FOODSERVICE**								**3,000.00**
07/07/16	APO160111	A		07/08/2016	SMART & FINAL IRIS	FOOD PRODUCTS	Food Services	01.3	00000.0	00000	70780	4550	6940000	16-17	2,000.00	
						07/07/2016	**APO160111**	**SMART & FINAL IRIS**								**2,000.00**
07/07/16	APO160112	A		07/08/2016	CM SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	2,000.00	
						07/07/2016	**APO160112**	**CM SCHOOL SUPPLY**								**2,000.00**
07/07/16	APO160113	A		07/08/2016	HOME DEPOT #0608	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70780	4320	6920000	16-17	1,000.00	
						07/07/2016	**APO160113**	**HOME DEPOT #0608**								**1,000.00**
07/07/16	APO160114	A		07/08/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	1,500.00	
						07/07/2016	**APO160114**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,500.00**
07/07/16	APO160115	A		07/08/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Computer Assisted	01.0	00000.0	00000	02220	4550	6198000	16-17	1,000.00	
						07/07/2016	**APO160115**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
07/07/16	APO160116	A		07/08/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	6,000.00	
						07/07/2016	**APO160116**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**6,000.00**

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07/07/16	APO160117	A		07/08/2016	CODE RED FIRE, INC.	FIRE SAFETY SUPP/EQUIP/SYSTEM	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	3,800.00	
						07/07/2016	**APO160117**	**CODE RED FIRE, INC.**								**3,800.00**
07/07/16	APO160118	A		07/08/2016	COMMERCIAL DOOR CO. INC.	REPAIRS - OTHER	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	4,187.00	
						07/07/2016	**APO160118**	**COMMERCIAL DOOR CO. INC.**								**4,187.00**
07/07/16	APO160119	A		07/08/2016	COMMERICAL WASTE SERVICES,	RUBBISH COLLECTION/DISPOSA	Utilities	01.0	00000.0	00000	04400	5545	6570000	16-17	45,000.00	
						07/07/2016	**APO160119**	**COMMERICAL WASTE SERVICES, INC.**								**45,000.00**
07/07/16	APO160120	A		07/08/2016	DUNN EDWARDS - ARTESIA	PAINT SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	2,500.00	
							Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	2,500.00	
						07/07/2016	**APO160120**	**DUNN EDWARDS - ARTESIA**								**5,000.00**
07/07/16	APO160121	A		07/08/2016	EFFICIENT X-RAY INC.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	2,200.00	
						07/07/2016	**APO160121**	**EFFICIENT X-RAY INC.**								**2,200.00**
07/07/16	APO160122	A		07/08/2016	EXXON MOBIL CARD SERVICES	MISCELLANEOUS	Transportation	01.0	00000.0	00000	04400	4610	6492000	16-17	1,000.00	
						07/07/2016	**APO160122**	**EXXON MOBIL CARD SERVICES**								**1,000.00**
07/08/16	APO160123	A		07/14/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	16-17	200.00	
						07/08/2016	**APO160123**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**200.00**
07/08/16	APO160124	A		07/12/2016	NALCO CAL WATER	LEASING EQUIPMENT	SEM-Chemistry	01.0	00000.0	00000	02570	5610	1956000	16-17	4,000.00	
						07/08/2016	**APO160124**	**NALCO CAL WATER**								**4,000.00**
07/08/16	APO160125	A		07/14/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00100	02110	4550	6190000	16-17	200.00	

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						07/08/2016	**APO160125**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**200.00**
07/08/16	APO160126	A		07/09/2016	LIBERTY PAPER	OFFICE SUPPLIES	Library	01.0	00000.0	00300	02220	4550	6120000	16-17	11,000.00	
						07/08/2016	**APO160126**	**LIBERTY PAPER**								**11,000.00**
07/08/16	APO160127	A		07/14/2016	STATER BROS.	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	1,000.00	
						07/08/2016	**APO160127**	**STATER BROS.**								**1,000.00**
07/08/16	APO160128	A		07/14/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	5,000.00	
						07/08/2016	**APO160128**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/08/16	APO160129	A		07/14/2016	FOLLETT BOOKSTORE #603	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	500.00	
						07/08/2016	**APO160129**	**FOLLETT BOOKSTORE #603**								**500.00**
07/08/16	APO160130	A		07/14/2016	UNITED STATES POSTAL SERVICE	POSTAGE	Community Service Classes	39.2	00000.0	00000	02310	5850	6820000	16-17	65,000.00	
						07/08/2016	**APO160130**	**UNITED STATES POSTAL SERVICE**								**65,000.00**
07/08/16	APO160131	A		07/14/2016	SOUTHWEST OFFSET PRINTING	ADVERTISING	Community Service Classes	39.2	00000.0	00000	02310	5830	6820000	16-17	80,000.00	
						07/08/2016	**APO160131**	**SOUTHWEST OFFSET PRINTING**								**80,000.00**
07/08/16	APO160132	A		07/14/2016	LEE PARKS DESIGN	NON-INSTRUCTIONAL SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	1,000.00	
						07/08/2016	**APO160132**	**LEE PARKS DESIGN**								**1,000.00**
07/08/16	APO160133	A		07/14/2016	NIGHT NETWERK PRODUCTIONS	POSTAGE	Community Service Classes	39.2	00000.0	00000	02310	5830	6820000	16-17	12,000.00	
						07/08/2016	**APO160133**	**NIGHT NETWERK PRODUCTIONS**								**12,000.00**
07/08/16	APO160134	A		07/14/2016	AVS LEADS, LLC	ADVERTISING	Community Service Classes	39.2	00000.0	00000	02310	5830	6820000	16-17	15,000.00	

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						07/08/2016	**APO160134**	**AVS LEADS, LLC**								**15,000.00**
07/13/16	APO160135	A		07/15/2016	SWISS CHALET FINE FOOD	FOOD PRODUCTS	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4320	1306300	16-17	1,000.00	
						07/13/2016	**APO160135**	**SWISS CHALET FINE FOOD**								**1,000.00**
07/13/16	APO160136	A		07/15/2016	FRANK & RANDY'S WELDING	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,500.00	
						07/13/2016	**APO160136**	**FRANK & RANDY'S WELDING**								**1,500.00**
07/13/16	APO160137	A		07/15/2016	DANIELS WESTERN MEAT PACKERS	FOOD PRODUCTS	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4325	1306300	16-17	1,500.00	
						07/13/2016	**APO160137**	**DANIELS WESTERN MEAT PACKERS**								**1,500.00**
07/13/16	APO160138	A		07/15/2016	GANAHL LUMBER COMPANY	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	5,000.00	
						07/13/2016	**APO160138**	**GANAHL LUMBER COMPANY**								**5,000.00**
07/13/16	APO160139	A		07/15/2016	GORDON'S AUTO SERVICES	FEES, LICENSE	Transportation	01.0	00000.0	00000	04400	4690	6492000	16-17	500.00	
						07/13/2016	**APO160139**	**GORDON'S AUTO SERVICES**								**500.00**
07/13/16	APO160140	A		07/15/2016	DAWN BAKER SERVICE	FOOD PRODUCTS	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4325	1306300	16-17	1,500.00	
						07/13/2016	**APO160140**	**DAWN BAKER SERVICE**								**1,500.00**
07/13/16	APO160141	A		07/15/2016	GRAINGER	HEATING SUPP/EQUIP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	9,000.00	
						07/13/2016	**APO160141**	**GRAINGER**								**9,000.00**
07/13/16	APO160142	A		07/15/2016	GOURMET IMPORTS	FOOD PRODUCTS	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4325	1306300	16-17	1,000.00	
						07/13/2016	**APO160142**	**GOURMET IMPORTS**								**1,000.00**
07/13/16	APO160143	A		07/15/2016	GRAYBAR ELECTRIC	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	3,500.00	

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						07/13/2016	**APO160143**	**GRAYBAR ELECTRIC**								**3,500.00**
07/13/16	APO160144	A		07/15/2016	MISSION LINEN SUPPLY	LAUNDRY SERVICES	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4325	1306300	16-17	5,700.00	
						07/13/2016	**APO160144**	**MISSION LINEN SUPPLY**								**5,700.00**
07/13/16	APO160145	A		07/15/2016	HAL'S GLASS CORPORATION	GLASS AND GLASS PRODUCTS	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	7,000.00	
						07/13/2016	**APO160145**	**HAL'S GLASS CORPORATION**								**7,000.00**
07/13/16	APO160146	A		07/15/2016	HILLYARD FLOOR CARE SUPPLY	JANITORIAL SUPP/EQUIP	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	60,000.00	
						07/13/2016	**APO160146**	**HILLYARD FLOOR CARE SUPPLY**								**60,000.00**
07/13/16	APO160147	A		07/15/2016	HUNTINGTON HARDWARE CO.,	LOCKS AND KEYS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	6,000.00	
						07/13/2016	**APO160147**	**HUNTINGTON HARDWARE CO., INC.**								**6,000.00**
07/13/16	APO160148	A		07/15/2016	KNORR SYSTEMS, INC.	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	1,500.00	
						07/13/2016	**APO160148**	**KNORR SYSTEMS, INC.**								**1,500.00**
07/13/16	APO160149	A		07/15/2016	L&B PIPE AND SUPPLY COMPANY	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	3,500.00	
						07/13/2016	**APO160149**	**L&B PIPE AND SUPPLY COMPANY**								**3,500.00**
07/13/16	APO160150	A		07/15/2016	LOS ALAMITOS AUTO PARTS, INC.	AUTOMOTIVE SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	1,250.00	
							Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,250.00	
						07/13/2016	**APO160150**	**LOS ALAMITOS AUTO PARTS, INC.**								**2,500.00**
07/13/16	APO160151	A		07/15/2016	M. HARA LAWNMOWER	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	3,000.00	
						07/13/2016	**APO160151**	**M. HARA LAWNMOWER CENTER**								**3,000.00**

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07/13/16	APO160152	A		07/15/2016	MAINSAVER SOFTWARE LLC	MISCELLANEOUS	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	2,196.00	
						07/13/2016	**APO160152**	**MAINSAVER SOFTWARE LLC**								**2,196.00**
07/13/16	APO160153	A		07/15/2016	MAR-CO EQUIPMENT COMPANY	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	3,000.00	
						07/13/2016	**APO160153**	**MAR-CO EQUIPMENT COMPANY**								**3,000.00**
07/13/16	APO160154	A		07/15/2016	MARS ENVIRONMENTAL	CONTRACTED SERVICES	Building Maint-Contracts	41.1	00000.0	00000	73830	5810	6511000	16-17	30,000.00	
						07/13/2016	**APO160154**	**MARS ENVIRONMENTAL**								**30,000.00**
07/13/16	APO160155	A		07/15/2016	MCMASTER CARR SUPPLY CO.	HARDWARE SUPPLIES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	6,000.00	
						07/13/2016	**APO160155**	**MCMASTER CARR SUPPLY CO.**								**6,000.00**
07/13/16	APO160156	A		07/15/2016	MERCURY DISPOSAL SYSTEM INC	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	2,300.00	
						07/13/2016	**APO160156**	**MERCURY DISPOSAL SYSTEM INC**								**2,300.00**
07/13/16	APO160157	A		07/15/2016	READY REFRESH BY NESTLE	WATER SUPP/SERV/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	300.00	
						07/13/2016	**APO160157**	**READY REFRESH BY NESTLE**								**300.00**
07/13/16	APO160158	A		07/15/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	2,500.00	
						07/13/2016	**APO160158**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,500.00**
07/13/16	APO160159	A		07/15/2016	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	16-17	10,000.00	
						07/13/2016	**APO160159**	**PETERSON'S TREE WORKS**								**10,000.00**
07/13/16	APO160160	A		07/15/2016	PORTER BOILER SERVICE INC	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	16-17	4,460.00	
						07/13/2016	**APO160160**	**PORTER BOILER SERVICE INC**								**4,460.00**

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07/13/16	APO160161	A		07/15/2016	REFRIGERATION SUPPLIES	REFRIGERATION EQUIP/SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	5,000.00	
						07/13/2016	**APO160161**	**REFRIGERATION SUPPLIES**								**5,000.00**
07/13/16	APO160162	A		07/15/2016	SAFETY-KLEEN CORP	CONTRACTED SERVICES	Building Maint-Contracts	41.1	00000.0	00000	73830	5810	6511000	16-17	7,000.00	
						07/13/2016	**APO160162**	**SAFETY-KLEEN CORP**								**7,000.00**
07/13/16	APO160163	A		07/15/2016	SAFETY-KLEEN CORP	CONTRACTED SERVICES	Building Maint-Contracts	41.1	00000.0	00000	73830	5810	6511000	16-17	13,000.00	
						07/13/2016	**APO160163**	**SAFETY-KLEEN CORP**								**13,000.00**
07/13/16	APO160164	A		07/15/2016	SERVICEPRO	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	16-17	9,600.00	
						07/13/2016	**APO160164**	**SERVICEPRO**								**9,600.00**
07/13/16	APO160165	A		07/15/2016	SHELL FLEET PLUS	MISCELLANEOUS	Transportation	01.0	00000.0	00000	04400	4610	6492000	16-17	3,000.00	
						07/13/2016	**APO160165**	**SHELL FLEET PLUS**								**3,000.00**
07/13/16	APO160166	A		07/15/2016	SMARDAN SUPPLY COMPANY	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	3,000.00	
						07/13/2016	**APO160166**	**SMARDAN SUPPLY COMPANY**								**3,000.00**
07/13/16	APO160167	A		07/15/2016	SOUTHERN COUNTIES OIL	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	5,500.00	
						07/13/2016	**APO160167**	**SOUTHERN COUNTIES OIL**								**5,500.00**
07/13/16	APO160168	A		07/15/2016	STOTZ EQUIPMENT	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,500.00	
						07/13/2016	**APO160168**	**STOTZ EQUIPMENT**								**1,500.00**
07/13/16	APO160169	A		07/18/2016	SUNSET INDUSTRIAL PARTS	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	3,000.00	
						07/13/2016	**APO160169**	**SUNSET INDUSTRIAL PARTS**								**3,000.00**

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07/13/16	APO160170	A		07/18/2016	SUPERCO SPECIALTY	CLEANING SUPP/EQUIP	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	6,000.00	
						07/13/2016	**APO160170**	**SUPERCO SPECIALTY PRODUCTS**								**6,000.00**
07/13/16	APO160171	A		07/18/2016	SY NURSERY, INC.	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	3,000.00	
						07/13/2016	**APO160171**	**SY NURSERY, INC.**								**3,000.00**
07/13/16	APO160172	A		07/18/2016	TARGET CHEMICAL COMPANY	CHEMICALS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	8,000.00	
						07/13/2016	**APO160172**	**TARGET CHEMICAL COMPANY**								**8,000.00**
07/13/16	APO160173	A		07/18/2016	TURF STAR INCORPORATED	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,500.00	
						07/13/2016	**APO160173**	**TURF STAR INCORPORATED**								**1,500.00**
07/12/16	APO160174	A		07/14/2016	SMART & FINAL IRIS	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	500.00	
						07/12/2016	**APO160174**	**SMART & FINAL IRIS**								**500.00**
07/12/16	APO160175	A		07/14/2016	WORLDWIDE PRODUCE	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	1,500.00	
						07/12/2016	**APO160175**	**WORLDWIDE PRODUCE**								**1,500.00**
07/12/16	APO160176	A		07/14/2016	OFFICE SOLUTIONS	OFFICE SUPPLIES	Health Services	69.0	00000.0	00900	03310	4550	6440000	16-17	2,000.00	
						07/12/2016	**APO160176**	**OFFICE SOLUTIONS**								**2,000.00**
07/12/16	APO160177	A		07/14/2016	SOURCE ONE OFFICE PRODUCTS	OFFICE SUPPLIES	Health Services	69.0	00000.0	00900	03310	4550	6440000	16-17	200.00	
						07/12/2016	**APO160177**	**SOURCE ONE OFFICE PRODUCTS**								**200.00**
07/12/16	APO160178	A		07/14/2016	MCKESSON GENERAL MEDICAL	MEDICAL & LAB SUPP/EQUIP	Health Services	69.0	00000.0	01000	03310	4550	6440000	16-17	14,000.00	
						07/12/2016	**APO160178**	**MCKESSON GENERAL MEDICAL**								**14,000.00**

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07/12/16	APO160179	A		07/14/2016	PHARMEDIX	MEDICAL & LAB SUPP/EQUIP	Health Services	69.0	00000.0	01000	03310	4550	6440000	16-17	4,000.00	
						07/12/16	**APO160179**	**PHARMEDIX**								**4,000.00**
07/12/16	APO160180	A		07/14/2016	QUEST DIAGNOSTICS	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	02000	03310	4550	6440000	16-17	8,000.00	
						07/12/16	**APO160180**	**QUEST DIAGNOSTICS**								**8,000.00**
07/12/16	APO160181	A		07/14/2016	MCKESSON GENERAL MEDICAL	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	04000	03310	4550	6440000	16-17	8,000.00	
						07/12/16	**APO160181**	**MCKESSON GENERAL MEDICAL**								**8,000.00**
07/12/16	APO160182	A		07/14/2016	READY REFRESH BY NESTLE	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4590	6440000	16-17	400.00	
						07/12/16	**APO160182**	**READY REFRESH BY NESTLE**								**400.00**
07/12/16	APO160183	A		07/14/2016	GLAXOSMITHKLINE COMPANY	MEDICAL & LAB SUPP/EQUIP	Health Services	69.0	00000.0	05000	03310	4550	6440000	16-17	6,000.00	
						07/12/16	**APO160183**	**GLAXOSMITHKLINE COMPANY**								**6,000.00**
07/12/16	APO160184	A		07/14/2016	SHRED-IT LLC	RECORDS DISPOSAL	Health Services	69.0	00000.0	00000	03310	5810	6440000	16-17	300.00	
						07/12/16	**APO160184**	**SHRED-IT LLC**								**300.00**
07/12/16	APO160185	A		07/14/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	16-17	1,000.00	
						07/12/16	**APO160185**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
07/12/16	APO160186	A		07/14/2016	JOSTENS, INC.	GRADUATION SUPPLIES	Instr Admin-Graduatio	01.0	00000.0	00000	03100	4370	6091000	16-17	10,000.00	
						07/12/16	**APO160186**	**JOSTENS, INC.**								**10,000.00**
07/12/16	APO160187	A		07/14/2016	DIRECTV	CONTRACTED SERVICES	Student Personnel	01.0	00000.0	00000	03100	5810	6450000	16-17	1,700.00	
						07/12/16	**APO160187**	**DIRECTV**								**1,700.00**

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07/12/16	APO160188	A		07/12/2016	THE COLLEGE BOARD	CONTRACTED SERVICES	Career Guidance	01.3	00000.0	00000	73400	5810	6340000	16-17	72,000.00	
						07/12/2016	**APO160188**	**THE COLLEGE BOARD**								**72,000.00**
07/13/16	APO160189	A		07/13/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	2,000.00	
						07/13/2016	**APO160189**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,000.00**
07/13/16	APO160190	A		07/13/2016	ALL AMERICAN TROPHY	MISCELLANEOUS	Staff Development	01.0	00000.0	00000	05100	4550	6750000	16-17	3,000.00	
						07/13/2016	**APO160190**	**ALL AMERICAN TROPHY**								**3,000.00**
07/14/16	APO160191	A		07/14/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Purchasing	01.0	00000.0	00000	04300	4550	6722000	16-17	1,000.00	
						07/14/2016	**APO160191**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
07/14/16	APO160192	A		07/14/2016	PAPER RECYCLING & SHREDDING	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	16-17	1,000.00	
						07/14/2016	**APO160192**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**1,000.00**
07/14/16	APO160193	A		07/14/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	2,500.00	
						07/14/2016	**APO160193**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**2,500.00**
07/14/16	APO160194	A		07/14/2016	UNITED PARCEL SERVICE (UPS)	FREIGHT SERVICES	Warehouse	01.0	00000.0	00000	04300	5850	6723000	16-17	2,500.00	
						07/14/2016	**APO160194**	**UNITED PARCEL SERVICE (UPS)**								**2,500.00**
07/14/16	APO160195	A		07/14/2016	HOME DEPOT #0608	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	500.00	
						07/14/2016	**APO160195**	**HOME DEPOT #0608**								**500.00**
07/14/16	APO160196	A		07/14/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Switchboard & Mailroom	01.0	00000.0	00000	04300	4550	6724000	16-17	700.00	
						07/14/2016	**APO160196**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**700.00**

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07/14/16	APO160197	A		07/14/2016	NORWALK POST OFFICE	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	800.00	
						07/14/2016	**APO160197**	**NORWALK POST OFFICE**								**800.00**
07/14/16	APO160198	A		07/14/2016	UNITED STATES POSTAL SERVICE	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	40,000.00	
						07/14/2016	**APO160198**	**UNITED STATES POSTAL SERVICE**								**40,000.00**
07/14/16	APO160199	A		07/14/2016	FEDEX	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	10,000.00	
						07/14/2016	**APO160199**	**FEDEX**								**10,000.00**
07/14/16	APO160200	A		07/14/2016	U.S. POST OFFICE-DOWNEY	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	7,000.00	
						07/14/2016	**APO160200**	**U.S. POST OFFICE-DOWNEY**								**7,000.00**
07/14/16	APO160201	A		07/14/2016	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	72,000.00	
						07/14/2016	**APO160201**	**PITNEY BOWES RESERVE ACCOUNT**								**72,000.00**
07/14/16	APO160202	A		07/14/2016	CHARTERS MAILING GROUP	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	2,500.00	
						07/14/2016	**APO160202**	**CHARTERS MAILING GROUP**								**2,500.00**
07/14/16	APO160203	A		07/14/2016	PITNEY BOWES	MISCELLANEOUS	Switchboard & Mailroom	01.0	00000.0	00000	04300	6475	6724000	16-17	7,370.88	
						07/14/2016	**APO160203**	**PITNEY BOWES**								**7,370.88**
07/14/16	APO160204	A		07/14/2016	UNITED STATES POSTAL SERVICE	POSTAGE	Switchboard & Mailroom	01.0	00000.0	00000	04300	5850	6724000	16-17	5,000.00	
						07/14/2016	**APO160204**	**UNITED STATES POSTAL SERVICE**								**5,000.00**
07/14/16	APO160205	A		07/18/2016	SMART & FINAL IRIS	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	400.00	
						07/14/2016	**APO160205**	**SMART & FINAL IRIS**								**400.00**

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07/14/16	APO160206	A		07/18/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	iFalcon	01.3	00000.0	03001	73460	4550	6194000	16-17	500.00	
						07/14/2016	**APO160206**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**500.00**
07/14/16	APO160207	A		07/18/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	03001	73460	4550	6195000	16-17	1,000.00	
						07/14/2016	**APO160207**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
07/14/16	APO160208	A		07/18/2016	SMART & FINAL IRIS	OFFICE SUPPLIES	Center for Teaching	01.3	00000.0	03001	73460	4550	6195000	16-17	400.00	
						07/14/2016	**APO160208**	**SMART & FINAL IRIS**								**400.00**
07/14/16	APO160209	A		07/18/2016	HOME DEPOT #0608	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	250.00	
						07/14/2016	**APO160209**	**HOME DEPOT #0608**								**250.00**
07/14/16	APO160210	A		07/18/2016	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00001	79850	7630	4900000	16-17	120,000.00	
						07/14/2016	**APO160210**	**FOLLETT BOOKSTORE #603**								**120,000.00**
07/14/16	APO160211	A		07/18/2016	SMART & FINAL IRIS	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	1,000.00	
						07/14/2016	**APO160211**	**SMART & FINAL IRIS**								**1,000.00**
07/14/16	APO160212	A		07/18/2016	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	500.00	
						07/14/2016	**APO160212**	**FOLLETT BOOKSTORE #603**								**500.00**
07/14/16	APO160213	A		07/18/2016	RODGER'S CATERING	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	2,000.00	
						07/14/2016	**APO160213**	**RODGER'S CATERING**								**2,000.00**
07/14/16	APO160214	A		07/18/2016	FRANTONE'S PIZZA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	1,000.00	
						07/14/2016	**APO160214**	**FRANTONE'S PIZZA**								**1,000.00**

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07/14/16	APO160215	A		07/18/2016	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4550	6016000	16-17	1,000.00	
						07/14/2016	**APO160215**	**FOLLETT BOOKSTORE #603**								**1,000.00**
07/14/16	APO160216	A		07/18/2016	FRANTONE'S PIZZA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4550	6016000	16-17	1,000.00	
						07/14/2016	**APO160216**	**FRANTONE'S PIZZA**								**1,000.00**
07/14/16	APO160217	A		07/18/2016	RODGER'S CATERING	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4550	6016000	16-17	2,000.00	
						07/14/2016	**APO160217**	**RODGER'S CATERING**								**2,000.00**
07/14/16	APO160218	A		07/18/2016	SMART & FINAL IRIS	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4550	6016000	16-17	1,000.00	
						07/14/2016	**APO160218**	**SMART & FINAL IRIS**								**1,000.00**
07/14/16	APO160219	A		07/18/2016	MISSION LINEN SUPPLY	LAUNDRY SERVICES	Health Services	69.0	00000.0	00000	03310	5550	6440000	16-17	800.00	
						07/14/2016	**APO160219**	**MISSION LINEN SUPPLY**								**800.00**
07/14/16	APO160220	A		07/18/2016	MORGAN LINEN SERVICES	LAUNDRY SERVICES	Health Services	69.0	00000.0	00000	03310	5550	6440000	16-17	200.00	
						07/14/2016	**APO160220**	**MORGAN LINEN SERVICES**								**200.00**
07/14/16	APO160221	A		07/18/2016	LINKS SIGN LANGUAGE &	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	1,000.00	
						07/14/2016	**APO160221**	**LINKS SIGN LANGUAGE & INTERPRETING**								**1,000.00**
07/14/16	APO160222	A		07/18/2016	LIFESIGNS, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	8,000.00	
						07/14/2016	**APO160222**	**LIFESIGNS, INC.**								**8,000.00**
07/14/16	APO160223	A		07/18/2016	READY REFRESH BY NESTLE	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	1,500.00	
						07/14/2016	**APO160223**	**READY REFRESH BY NESTLE**								**1,500.00**

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07/14/16	APO160224	A		07/18/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	5,000.00	
						07/14/2016	**APO160224**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/14/16	APO160225	A		07/18/2016	IRON MOUNTAIN	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	8,000.00	
						07/14/2016	**APO160225**	**IRON MOUNTAIN**								**8,000.00**
07/14/16	APO160226	A		07/14/2016	BELLFLOWER CHAMBER/	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	50.00	
						07/14/2016	**APO160226**	**BELLFLOWER CHAMBER/ COMMERCE**								**50.00**
07/14/16	APO160227	A		07/14/2016	DOWNEY CHAMBER OF COMMERCE	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	600.00	
						07/14/2016	**APO160227**	**DOWNEY CHAMBER OF COMMERCE**								**600.00**
07/14/16	APO160228	A		07/14/2016	ARTESIA CHAMBER OF COMMERCE	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	300.00	
						07/14/2016	**APO160228**	**ARTESIA CHAMBER OF COMMERCE**								**300.00**
07/14/16	APO160229	A		07/14/2016	LAKEWOOD CHAMBER OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	200.00	
						07/14/2016	**APO160229**	**LAKEWOOD CHAMBER OF COMMERCE**								**200.00**
07/14/16	APO160230	A		07/14/2016	LA MIRADA CHAMBER OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	50.00	
						07/14/2016	**APO160230**	**LA MIRADA CHAMBER OF COMMERCE**								**50.00**
07/14/16	APO160231	A		07/14/2016	NORWALK CHAMBER OF COMMERCE	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	600.00	
						07/14/2016	**APO160231**	**NORWALK CHAMBER OF COMMERCE**								**600.00**
07/14/16	APO160232	A		07/14/2016	PARAMOUNT CHAMBER OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	200.00	
						07/14/2016	**APO160232**	**PARAMOUNT CHAMBER OF COMMERCE, INC**								**200.00**

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07/14/16	APO160233	A		07/14/2016	SANTA FE SPRINGS CHAMBER OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	250.00	
						07/14/2016	**APO160233**	**SANTA FE SPRINGS CHAMBER OF**								**250.00**
07/14/16	APO160234	A		07/14/2016	SOUTH GATE CHAMBER OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	16-17	200.00	
						07/14/2016	**APO160234**	**SOUTH GATE CHAMBER OF COMMERCE**								**200.00**
07/14/16	APO160235	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	4,000.00	
						07/14/2016	**APO160235**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**4,000.00**
07/14/16	APO160236	A		07/14/2016	READY REFRESH BY NESTLE	WATER SUPP/SERV/SYSTEM	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	350.00	
						07/14/2016	**APO160236**	**READY REFRESH BY NESTLE**								**350.00**
07/14/16	APO160237	A		07/14/2016	SMART & FINAL IRIS	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	1,500.00	
						07/14/2016	**APO160237**	**SMART & FINAL IRIS**								**1,500.00**
07/14/16	APO160238	A		07/14/2016	ALL AMERICAN TROPHY	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	4550	6006000	16-17	100.00	
						07/14/2016	**APO160238**	**ALL AMERICAN TROPHY**								**100.00**
07/14/16	APO160239	A		07/14/2016	VERIZON WIRELESS	TELEPHONE SUPP/EQUIP/SYSTEM	General Administration	01.0	00000.0	00000	01200	5540	6006000	16-17	450.00	
						07/14/2016	**APO160239**	**VERIZON WIRELESS**								**450.00**
07/14/16	APO160240	A	1	07/22/2016	SMART & FINAL IRIS	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	500.00	
						07/14/2016	**APO160240**	**SMART & FINAL IRIS**								**500.00**
07/14/16	APO160241	A		07/14/2016	HENRY SCHEIN INC	MISCELLANEOUS	Athletic Training	01.0	00000.0	00000	02560	4320	0820000	16-17	10,000.00	
						07/14/2016	**APO160241**	**HENRY SCHEIN INC**								**10,000.00**

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07/14/16	APO160242	A		07/14/2016	HOME DEPOT CREDIT SERVICES	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	1,000.00	
						07/14/2016	**APO160242**	**HOME DEPOT CREDIT SERVICES**								**1,000.00**
07/14/16	APO160243	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	3,000.00	
						07/14/2016	**APO160243**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**3,000.00**
07/14/16	APO160244	A		07/14/2016	PRAXAIR DISTRIBUTION INC.	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	16-17	11,000.00	
						07/14/2016	**APO160244**	**PRAXAIR DISTRIBUTION INC.**								**11,000.00**
07/14/16	APO160245	A		07/14/2016	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	6,500.00	
						07/14/2016	**APO160245**	**DERMALOGICA**								**6,500.00**
07/14/16	APO160246	P		07/14/2016	SALON CENTRIC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	5,000.00	
						07/14/2016	**APO160246**	**SALON CENTRIC**								**5,000.00**
07/14/16	APO160247	A		07/14/2016	READY REFRESH BY NESTLE	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	650.00	
						07/14/2016	**APO160247**	**READY REFRESH BY NESTLE**								**650.00**
07/14/16	APO160248	A		07/14/2016	SALLY'S BEAUTY SUPPLY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	5,000.00	
						07/14/2016	**APO160248**	**SALLY'S BEAUTY SUPPLY**								**5,000.00**
07/14/16	APO160249	A		07/14/2016	EXPRESS LINEN COMPANY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	5550	3057000	16-17	4,000.00	
						07/14/2016	**APO160249**	**EXPRESS LINEN COMPANY**								**4,000.00**
07/14/16	APO160250	A		07/14/2016	OFFICE DEPOT/BUSINESS	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	16-17	3,500.00	
						07/14/2016	**APO160250**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**3,500.00**

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07/14/16	APO160251	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	16-17	1,500.00	
						07/14/2016	**APO160251**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,500.00**
07/14/16	APO160252	A		07/14/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	16-17	1,500.00	
						07/14/2016	**APO160252**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,500.00**
07/14/16	APO160253	A		07/18/2016	ALL AMERICAN TROPHY	NON-INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	4550	0909000	16-17	1,000.00	
						07/14/2016	**APO160253**	**ALL AMERICAN TROPHY**								**1,000.00**
07/14/16	APO160254	A		07/18/2016	FOLLETT BOOKSTORE #603	NON-INSTRUCTIONAL SUPPLIES	Multi-Cultural Studies	01.0	00000.0	00000	02320	4550	6192000	16-17	500.00	
						07/14/2016	**APO160254**	**FOLLETT BOOKSTORE #603**								**500.00**
07/14/16	APO160255	A		07/18/2016	READY REFRESH BY NESTLE	WATER SUPP/SERV/SYSTEM	Foster Care	01.3	00000.0	00000	75900	4320	1305700	16-17	400.00	
						07/14/2016	**APO160255**	**READY REFRESH BY NESTLE**								**400.00**
07/14/16	APO160256	A		07/18/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	4550	0909000	16-17	5,500.00	
						07/14/2016	**APO160256**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,500.00**
07/14/16	APO160257	A		07/18/2016	FOLLETT BOOKSTORE #603	NON-INSTRUCTIONAL SUPPLIES	Foster Care	39.6	00000.0	00000	76510	4550	1305700	16-17	500.00	
						07/14/2016	**APO160257**	**FOLLETT BOOKSTORE #603**								**500.00**
07/14/16	APO160258	A		07/18/2016	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	5,000.00	
						07/14/2016	**APO160258**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/14/16	APO160259	A		07/18/2016	OFFICE SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Foster Care	39.6	00000.0	00000	76510	4550	1305700	16-17	500.00	
						07/14/2016	**APO160259**	**OFFICE SOLUTIONS**								**500.00**

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07/14/16	APO160260	A		07/18/2016	SMART & FINAL IRIS	NON-INSTRUCTIONAL SUPPLIES	Foster Care	39.6	00000.0	00000	76510	4550	1305700	16-17	3,000.00	
						07/14/2016	**APO160260**	**SMART & FINAL IRIS**								**3,000.00**
07/14/16	APO160261	A		07/18/2016	STATER BROS.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	39.6	00000.0	00000	74250	4550	6190000	16-17	1,000.00	
						07/14/2016	**APO160261**	**STATER BROS.**								**1,000.00**
07/15/16	APO160262	A		07/15/2016	ADVANCED WELDER REPAIR	REPAIRS - OTHER	Welding	01.0	00000.0	00000	02600	5630	0984000	16-17	3,000.00	
						07/15/2016	**APO160262**	**ADVANCED WELDER REPAIR**								**3,000.00**
07/15/16	APO160263	A		07/15/2016	LEXISNEXIS	SOFTWARE	Law	01.0	00000.0	00000	02510	5810	1400000	16-17	4,368.00	
						07/15/2016	**APO160263**	**LEXISNEXIS**								**4,368.00**
07/20/16	APO160264	A		07/21/2016	RODGER'S CATERING	OFFICE SUPPLIES	Human Resources	01.3	00000.0	00000	73460	4550	6730000	16-17	3,000.00	
						07/20/2016	**APO160264**	**RODGER'S CATERING**								**3,000.00**
07/20/16	APO160265	A		07/21/2016	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	500.00	
						07/20/2016	**APO160265**	**FOLLETT BOOKSTORE #603**								**500.00**
07/20/16	APO160266	A		07/21/2016	LANGUAGE LINE SERVICES	CONTRACTED SERVICES	Student Personnel	01.3	00000.0	05002	73460	5810	6450000	16-17	3,000.00	
						07/20/2016	**APO160266**	**LANGUAGE LINE SERVICES**								**3,000.00**
07/20/16	APO160267	A		07/21/2016	FRANTONE'S PIZZA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	16-17	300.00	
						07/20/2016	**APO160267**	**FRANTONE'S PIZZA**								**300.00**
07/21/16	APO160268	A		07/22/2016	ALLISON MECHANICAL, INC.	MAINTENANCE AGREEMENTS	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	34,995.00	
						07/21/2016	**APO160268**	**ALLISON MECHANICAL, INC.**								**34,995.00**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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07/21/16	APO160269	A		07/22/2016	VERIZON WIRELESS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	04400	5540	6570000	16-17	1,800.00	
						07/21/2016	**APO160269**		**VERIZON WIRELESS**							**1,800.00**
07/21/16	APO160270	A		07/22/2016	YALE CHASE MATERIALS	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	1,500.00	
							Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	16-17	1,500.00	
						07/21/2016	**APO160270**		**YALE CHASE MATERIALS**							**3,000.00**
07/21/16	APO160271	A		07/22/2016	O.H. CASEY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64004	5190	7100000	16-17	2,599.20	
						07/21/2016	**APO160271**		**O.H. CASEY, INC.**							**2,599.20**
07/21/16	APO160272	A		07/22/2016	PACIFIC COAST CABLING	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64028	5810	7100000	16-17	10,000.00	
						07/21/2016	**APO160272**		**PACIFIC COAST CABLING**							**10,000.00**
07/21/16	APO160273	A		07/22/2016	ALBERT USTER IMPORTS	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	1,000.00	
						07/21/2016	**APO160273**		**ALBERT USTER IMPORTS**							**1,000.00**
07/21/16	APO160274	A		07/22/2016	CONTROL BUSINESS SYSTEMS	MISCELLANEOUS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	50.00	
						07/21/2016	**APO160274**		**CONTROL BUSINESS SYSTEMS**							**50.00**
07/21/16	APO160275	A		07/22/2016	DANIELS WESTERN MEAT PACKERS	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	12,000.00	
						07/21/2016	**APO160275**		**DANIELS WESTERN MEAT PACKERS**							**12,000.00**
07/21/16	APO160276	A		07/22/2016	DAWN BAKER SERVICE	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	8,000.00	
						07/21/2016	**APO160276**		**DAWN BAKER SERVICE**							**8,000.00**
07/21/16	APO160277	A		07/22/2016	INGARDIA BROS. PRODUCE INC.	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	3,000.00	

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						07/21/2016	**APO160277**	**INGARDIA BROS. PRODUCE INC.**								**3,000.00**
07/21/16	APO160278	A		07/22/2016	NORWALK VACUUM CLEANER &	VACUUM CLEANERS/SYSTEM	Custodial Services	01.0	00000.0	00000	04400	5640	6530000	16-17	1,300.00	
						07/21/2016	**APO160278**	**NORWALK VACUUM CLEANER &**								**1,300.00**
07/21/16	APO160279	A		07/22/2016	PEPSI BOTTLING GROUP	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	2,000.00	
						07/21/2016	**APO160279**	**PEPSI BOTTLING GROUP**								**2,000.00**
07/21/16	APO160280	A		07/22/2016	SHAMROCK FOODS	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	15,000.00	
						07/21/2016	**APO160280**	**SHAMROCK FOODS**								**15,000.00**
07/21/16	APO160281	A		07/22/2016	SMART & FINAL IRIS	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	800.00	
						07/21/2016	**APO160281**	**SMART & FINAL IRIS**								**800.00**
07/21/16	APO160282	A		07/22/2016	SYSCO FOOD SERVICES	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	50.00	
						07/21/2016	**APO160282**	**SYSCO FOOD SERVICES**								**50.00**
07/21/16	APO160283	A		07/22/2016	U.S. FOODSERVICE	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	15,000.00	
						07/21/2016	**APO160283**	**U.S. FOODSERVICE**								**15,000.00**
07/21/16	APO160284	A		07/22/2016	WORLDWIDE PRODUCE	FOOD PRODUCTS	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	11,000.00	
						07/21/2016	**APO160284**	**WORLDWIDE PRODUCE**								**11,000.00**
07/21/16	APO160285	A		07/22/2016	MISSION LINEN SUPPLY	LAUNDRY SERVICES	Cafeteria	39.4	00000.0	00000	02710	5550	6941000	16-17	3,500.00	
						07/21/2016	**APO160285**	**MISSION LINEN SUPPLY**								**3,500.00**
07/21/16	APO160286	A		07/22/2016	CHEFS' TOYS	REPAIRS - OTHER	Cafeteria	39.4	00000.0	00000	02710	5640	6941000	16-17	500.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						07/21/2016	**APO160286**	**CHEFS' TOYS**								**500.00**
07/21/16	APO160287	A		07/22/2016	BAKER COMMODITITES	REPAIRS - OTHER	Cafeteria	39.4	00000.0	00000	02710	5640	6941000	16-17	200.00	
						07/21/2016	**APO160287**	**BAKER COMMODITITES**								**200.00**
07/21/16	APO160288	A		07/22/2016	FOOD MAKERS BAKERY EQUIPMENT	REPAIRS - OTHER	Cafeteria	39.4	00000.0	00000	02710	5640	6941000	16-17	700.00	
						07/21/2016	**APO160288**	**FOOD MAKERS BAKERY EQUIPMENT**								**700.00**
07/21/16	APO160289	A		07/22/2016	INDUSTRIAL ELECTRICAL	REPAIRS - OTHER	Cafeteria	39.4	00000.0	00000	02710	5640	6941000	16-17	50.00	
						07/21/2016	**APO160289**	**INDUSTRIAL ELECTRICAL SERVICE**								**50.00**
07/21/16	APO160290	A		07/22/2016	RELIABLE ICE EQUIPMENT, INC.	REPAIRS - OTHER	Cafeteria	39.4	00000.0	00000	02710	6450	6941000	16-17	50.00	
						07/21/2016	**APO160290**	**RELIABLE ICE EQUIPMENT, INC.**								**50.00**
07/21/16	APO160291	A		07/22/2016	ECOLAB	CLEANING SUPP/EQUIP	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	2,000.00	
						07/21/2016	**APO160291**	**ECOLAB**								**2,000.00**
07/21/16	APO160292	A		07/22/2016	ECOLAB	FOOD SERVICES SUPP/EQUIP	Cafeteria	39.4	00000.0	00000	02710	4550	6941000	16-17	100.00	
						07/21/2016	**APO160292**	**ECOLAB**								**100.00**
07/21/16	APO160293	A		07/22/2016	CITY OF CERRITOS - WATER BILLING	WATER SUPP/SERV/SYSTEM	Utilities	01.0	00000.0	00000	04400	5530	6570000	16-17	93,280.00	
							Community Service Classes	39.2	00000.0	00000	02310	5530	6820000	16-17	3,390.00	
							Parking	39.5	00000.0	00000	79800	5530	6950000	16-17	3,330.00	
						07/21/2016	**APO160293**	**CITY OF CERRITOS - WATER BILLING**								**100,000.00**
07/21/16	APO160294	A		07/22/2016	CONSTELLATION NEW ENERGY INC.	UTILITIES	Utilities	01.0	00000.0	00000	04400	5520	6570000	16-17	657,230.00	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
07/21/16	APO160294	A		07/22/2016	CONSTELLATION NEW ENERGY INC.	UTILITIES	Community Service Classes	39.2	00000.0	00000	02310	5520	6820000	16-17	22,400.00	
							Utilities	39.5	00000.0	00000	79800	5520	6570000	16-17	20,370.00	
						07/21/2016	**APO160294**	**CONSTELLATION NEW ENERGY INC.**								**700,000.00**
07/21/16	APO160295	A		07/22/2016	FALCON FUEL INC	MISCELLANEOUS	Campus Police	01.0	00000.0	00000	03700	4610	6795000	16-17	8,602.00	
							Transportation	01.0	00000.0	00000	04400	4610	6492000	16-17	8,602.00	
							Community Service Classes	39.2	00000.0	00000	02310	4610	6820000	16-17	3,036.00	
							Parking	39.5	00000.0	00000	79800	4610	6950000	16-17	5,060.00	
						07/21/2016	**APO160295**	**FALCON FUEL INC**								**25,300.00**
07/21/16	APO160296	A		07/22/2016	SCHINDLER ELEVATOR	CONTRACTED SERVICES	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	25,565.40	
						07/21/2016	**APO160296**	**SCHINDLER ELEVATOR CORPORATION**								**25,565.40**
07/21/16	APO160297	A		07/22/2016	SOUTHERN CALIFORNIA EDISON	UTILITIES	Utilities	01.0	00000.0	00000	04400	5520	6570000	16-17	1,052,260.00	
							Community Service Classes	39.2	00000.0	00000	02310	5520	6820000	16-17	24,970.00	
							Parking	39.5	00000.0	00000	79800	5520	6950000	16-17	22,770.00	
						07/21/2016	**APO160297**	**SOUTHERN CALIFORNIA EDISON CO.**								**1,100,000.00**
07/21/16	APO160298	A		07/22/2016	SOUTHERN CALIFORNIA GAS	UTILITIES	Utilities	01.0	00000.0	00000	04400	5510	6570000	16-17	155,920.00	
							Community Service Classes	39.2	00000.0	00000	02310	5510	6820000	16-17	3,136.00	
							Parking	39.5	00000.0	00000	79800	5510	6950000	16-17	944.00	
						07/21/2016	**APO160298**	**SOUTHERN CALIFORNIA GAS CO.**								**160,000.00**
07/21/16	APO160299	A		07/22/2016	ABC-CLIO INC	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	3,000.00	
						07/21/2016	**APO160299**	**ABC-CLIO INC**								**3,000.00**

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07/21/16	APO160300	A		07/22/2016	GALE/CENGAGE LEARNING	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	20,000.00	
						07/21/2016	**APO160300**	**GALE/CENGAGE LEARNING**								**20,000.00**
07/21/16	APO160301	A		07/22/2016	OXFORD UNIVERSITY PRESS	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	2,000.00	
						07/21/2016	**APO160301**	**OXFORD UNIVERSITY PRESS**								**2,000.00**
07/21/16	APO160302	A		07/22/2016	PROQUEST	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	5,000.00	
						07/21/2016	**APO160302**	**PROQUEST**								**5,000.00**
07/21/16	APO160303	A		07/22/2016	GREENHAVEN PUBLISHING	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	3,000.00	
						07/21/2016	**APO160303**	**GREENHAVEN PUBLISHING**								**3,000.00**
07/21/16	APO160304	A		07/22/2016	SALEM PRESS INC	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	2,000.00	
						07/21/2016	**APO160304**	**SALEM PRESS INC**								**2,000.00**
07/21/16	APO160305	A		07/22/2016	THOMSON REUTERS	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	4,000.00	
						07/21/2016	**APO160305**	**THOMSON REUTERS**								**4,000.00**
07/21/16	APO160306	A		07/22/2016	WOLTERS KLUWER	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	1,500.00	
						07/21/2016	**APO160306**	**WOLTERS KLUWER**								**1,500.00**
07/21/16	APO160307	A		07/22/2016	YBP LIBRARY SERVICES	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	15,000.00	
						07/21/2016	**APO160307**	**YBP LIBRARY SERVICES**								**15,000.00**
07/21/16	APO160308	A		07/22/2016	ABC-CLIO INC	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	3,000.00	
						07/21/2016	**APO160308**	**ABC-CLIO INC**								**3,000.00**
07/21/16	APO160309	A		07/22/2016	ESO WON BOOKS	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	2,000.00	

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						07/21/2016	**APO160309**	**ESO WON BOOKS**								**2,000.00**
07/21/16	APO160310	A		07/22/2016	MIDWEST LIBRARY SERVICE	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	21,000.00	
						07/21/2016	**APO160310**	**MIDWEST LIBRARY SERVICE**								**21,000.00**
07/21/16	APO160311	A		07/22/2016	OXFORD UNIVERSITY PRESS	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	2,000.00	
						07/21/2016	**APO160311**	**OXFORD UNIVERSITY PRESS**								**2,000.00**
07/21/16	APO160312	A		07/22/2016	YBP LIBRARY SERVICES	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	21,000.00	
						07/21/2016	**APO160312**	**YBP LIBRARY SERVICES**								**21,000.00**
07/21/16	APO160313	A		07/22/2016	MIDWEST TAPE	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	16-17	500.00	
						07/21/2016	**APO160313**	**MIDWEST TAPE**								**500.00**
07/21/16	APO160314	A		07/22/2016	PBS EDUCATIONAL MEDIA	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	16-17	200.00	
						07/21/2016	**APO160314**	**PBS EDUCATIONAL MEDIA**								**200.00**
07/21/16	APO160315	A		07/22/2016	SOUTHERN CALIFORNIA COMM	MISCELLANEOUS	District	01.0	00000.0	00000	00000	9532	0000000	16-17	879,399.00	
						07/21/2016	**APO160315**	**SOUTHERN CALIFORNIA COMM COLL DIST JPA**								**879,399.00**
07/25/16	APO160316	A		07/25/2016	JOBELEPHANT.COM INC.	ADVERTISING	Human Resources	01.3	00000.0	00000	73460	5830	6730000	16-17	40,000.00	
						07/25/2016	**APO160316**	**JOBELEPHANT.COM INC.**								**40,000.00**
07/25/16	APO160317	A		07/25/2016	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	8,000.00	
						07/25/2016	**APO160317**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**8,000.00**
07/25/16	APO160318	A		07/25/2016	OFFICE DEPOT/BUSINESS	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	75720	4550	6190000	16-17	5,000.00	

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						07/25/2016	**APO160318**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**5,000.00**
07/25/16	APO160319	A		07/25/2016	FOLLETT BOOKSTORE #603	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	75720	7530	6190000	16-17	600.00	
						07/25/2016	**APO160319**	**FOLLETT BOOKSTORE #603**								**600.00**
07/25/16	APO160320	A		07/25/2016	SMART & FINAL IRIS	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	75720	7530	6190000	16-17	500.00	
						07/25/2016	**APO160320**	**SMART & FINAL IRIS**								**500.00**
07/26/16	APO160321	A		07/26/2016	FEDEX	MAILING SERVICES	Physical Property-Related	42.1	00000.0	00000	65004	5190	7100000	16-17	5,000.00	
						07/26/2016	**APO160321**	**FEDEX**								**5,000.00**
07/26/16	APO160322	A		07/28/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPP/EQUIP	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	16-17	47,000.00	
						07/26/2016	**APO160322**	**WAXIE SANITARY SUPPLY**								**47,000.00**
07/26/16	APO160323	A		07/28/2016	TELEPERFORMANCE RAPIDTEXT	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	16-17	2,000.00	
						07/26/2016	**APO160323**	**TELEPERFORMANCE RAPIDTEXT**								**2,000.00**
07/27/16	APO160324	A		07/27/2016	COMMUNITY COLLEGE LIBRARY	SOFTWARE	Interdisciplinary Studies	01.3	00000.0	00001	71600	6310	4900000	16-17	43,556.40	
						07/27/2016	**APO160324**	**COMMUNITY COLLEGE LIBRARY CONSORTIUM**								**43,556.40**
07/28/16	APO160325	A		07/29/2016	TREXLER COMPRESSOR	CONTRACTED SERVICES	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	1,764.64	
						07/28/2016	**APO160325**	**TREXLER COMPRESSOR SALES & SERVICE, INC.**								**1,764.64**
07/28/16	APO160326	A		07/29/2016	TREXLER COMPRESSOR	CONTRACTED SERVICES	Building Maint-Contracts	01.0	00000.0	00000	04400	5640	6511000	16-17	5,073.64	
						07/28/2016	**APO160326**	**TREXLER COMPRESSOR SALES & SERVICE, INC.**								**5,073.64**
07/28/16	APO160327	A		07/29/2016	SMART & FINAL IRIS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	100.00	

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						07/28/2016	**APO160327**	**SMART & FINAL IRIS**								**100.00**
07/28/16	APO160328	A		07/29/2016	SMART & FINAL IRIS	INSTRUCTIONAL SUPPLIES	Health Professions	01.0	00000.0	00000	02530	4320	1201000	16-17	125.00	
						07/28/2016	**APO160328**	**SMART & FINAL IRIS**								**125.00**
07/28/16	APO160330	A		07/29/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	16-17	3,000.00	
						07/28/2016	**APO160330**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**3,000.00**
07/29/16	APO160331	A		07/29/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	16-17	3,500.00	
						07/29/2016	**APO160331**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**3,500.00**
07/29/16	APO160332	A		07/29/2016	MKH ELECTRONICS, INC.	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	350.00	
						07/29/2016	**APO160332**	**MKH ELECTRONICS, INC.**								**350.00**
07/29/16	APO160333	A		07/29/2016	HOME DEPOT #0608	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	350.00	
						07/29/2016	**APO160333**	**HOME DEPOT #0608**								**350.00**
07/29/16	APO160334	A		07/29/2016	GRAINGER	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	500.00	
						07/29/2016	**APO160334**	**GRAINGER**								**500.00**
07/29/16	APO160335	A		07/29/2016	LOS ALAMITOS AUTO PARTS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	1,000.00	
						07/29/2016	**APO160335**	**LOS ALAMITOS AUTO PARTS, INC.**								**1,000.00**
07/29/16	APO160336	A		07/29/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	16-17	750.00	
						07/29/2016	**APO160336**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**750.00**
07/29/16	APO160337	A		07/29/2016	HOME DEPOT #0608	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	500.00	

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						07/29/2016	**APO160337**	**HOME DEPOT #0608**								**500.00**
07/29/16	APO160338	A		07/29/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	1,000.00	
						07/29/2016	**APO160338**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,000.00**
07/01/16	C04-1047G	A		07/01/2016	ADNEY, CURTIS	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/01/2016	**C04-1047G**	**ADNEY, CURTIS**								**1,500.00**
07/11/16	C06-1078F	A		07/11/2016	CITIHOUSING REAL ESTATE SERVICES	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/11/2016	**C06-1078F**	**CITIHOUSING REAL ESTATE SERVICES**								**1,500.00**
07/11/16	C10-1051F	A		07/11/2016	EISELEIN, KELEE	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	20,000.00	
						07/11/2016	**C10-1051F**	**EISELEIN, KELEE**								**20,000.00**
07/01/16	C11-1128F	A		07/01/2016	BURNEFF, JAMES D.	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	1,500.00	
						07/01/2016	**C11-1128F**	**BURNEFF, JAMES D.**								**1,500.00**
07/11/16	C12-1019C	A		07/11/2016	MADRID, VELVET	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	5,000.00	
						07/11/2016	**C12-1019C**	**MADRID, VELVET**								**5,000.00**
07/16/16	C12-1021D	A		07/16/2016	EUREKA CAREER INFORMATION SYS	MISCELLANEOUS	Matriculation-Stdnt Assessment	01.0	00000.0	00100	03410	5810	6320000	16-17	2,065.55	
						07/16/2016	**C12-1021D**	**EUREKA CAREER INFORMATION SYS**								**2,065.55**
07/11/16	C12-1034D	A		07/11/2016	WILLIAMS, RONALD WAYNE	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	16-17	4,500.00	
						07/11/2016	**C12-1034D**	**WILLIAMS, RONALD WAYNE**								**4,500.00**

Total by District : 64360 **8,756,002.09** **8,756,002.09**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Harry Joel
Interim Vice President of Human Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 and 2016-2017 Academic Year

ACTION

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources has cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Administrative Clerk ll (Counseling), Classified Salary Schedule: Grade 24, Step 1 ($3,258.00/month) effective September 1, 2016: Vanessa Salas

Administrative Clerk lll (Transfer Center), Classified Salary Schedule: Grade 27, Step 1 ($3,494.00/month), effective September 22, 2016: Shalisha Barnett

Campus Police Officer (Campus Police), Classified Salary Schedule: Grade 43, Step 1 ($5,052.00/month), effective XXX [Name to be provided on the Revision]

Child Development Center Teacher, Part-Time, 19.5 hours/week 10-month position (Child Development Center), CDC Salary Schedule: Grade 03L, Step L1 ($25.82/hour), effective: September 6, 2016 Reena Popiel de Cazaux

Child Development Center Teacher, Full-Time 10-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 6, 2016 Cindy O'Neill

Child Development Center Teacher, Full-Time 10-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 6, 2016 Florence Resseguie

Child Development Center Teacher, Full-Time 10-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 14, 2016 Tatyana Rivera

Child Development Center Teacher, Full-Time 10-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 6, 2016 Guadalupe Roque

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 1 ($3,550/month), effective: September 6, 2016 Marlen Murray

* Categorically Funded
** Specially Funded

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 5 ($4,265/month), effective: September 6, 2016 Diana Echeverria

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 6, 2016 Kristina Farah

Child Development Center Teacher, Full-Time 12-month position (Child Development Center), CDC Salary Schedule: Grade 3, Step 4 ($4,075/month), effective: September 6, 2016 Veronica Hendricks

Child Development Center Atelierista/Art Studio Teacher, Part-Time, 19.5 hours/week 11-month position (Child Development Center), CDC Salary Schedule: Grade 02L, Step L1 ($30.87/hour), effective: September 6, 2016 Debra Gonzalez

Child Development Center Program Specialist, Full-Time 11-month position (Child Development Center), CDC Salary Schedule: Grade 1, Step 1 ($5,720/month), effective: XXX [Name to be provided on revision]

Financial Aid Technician (Student Support Services/Financial Aid), Classified Salary Schedule: Grade 32, Step 1 ($3,817/month), effective: September 22, 2016 Sarahi Nino de Rivera

Senior Applications Analyst (Information Technology), Classified Salary Schedule: Grade 52, Step 1 ($5,802/month), effective: XXX [Name to be provided on the Revision]

*Out-of-Class** assignment as Lead Custodian – Graveyard Shift, Grade 28L, Step 1 ($4,719.80/month includes 5% Shift Differential) effective August 15, 2016 not to exceed October 14, 2016: Alfred C. Rodriguez

*Out-of-Class** assignment as Lead, Warehousing & Delivery, Grade 34, Step 2 + L-2 ($4,729.72/month) effective September 12, 2016 not to exceed March 31, 2017 or when position is filled: Miguel Arias

** Classified employees required to work in a higher classification according to the provisions of Administrative Procedure 7233 (AP 7233) and Article 5.12 of the CSEA collective bargaining agreement, shall qualify for "out-of-class" pay and their salary be adjusted upward for the entire period required to work out-of-classification.*

* Categorically Funded
** Specially Funded

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2016, or 175 total workdays, whichever occurs first

Aboukhalil, Leila	Success Center	Instructional Aide ll	$13.30/hr (1)	08/16/16
Acosta, Marcelino*	DSPS	Instructional Aide l	$10.91/hr (3)	08/30/16
Alvarez, Dariana*	Financial Aid	Division Clerk	$10.37/hr	08/30/16
Arguello, Jasmine	Technology	Program Facilitator	$14.32/hr	08/25/16
Arias, Francisco*	DSPS	Instructional Aide ll	$13.30/hr	08/30/16
Arias, Francisco*	Liberal Arts	Interpreter l	$20.25/hr	08/16/16
Arredondo, Marlena*	Financial Aid	Division Clerk	$10.37/hr	08/30/16
Aviso, Ian V.	Success Center	instructional Aide l	$10.91/hr (3)	08/09/16
Bagasao, Anton Andrei	Success Center	Instructional Aide ll	$13.30/hr (1)	08/16/16
Barragan, Giovanni*	Financial Aid	Instructional Aide ll	$13.30/hr	08/30/16
Beeghly, Ryan**	HPEDA	Aquatic Specialist	$10.50/hr	08/19/16
Beltran, Andres*	Financial Aid	Division Clerk	$10.37/hr	08/20/16
Billish, Joseph	HPEDA	Instructional Aide ll	$14.67/hr (3)	08/08/16
Bouris, Peter	Success Center	Instructional Aide ll	$10.00/hr (1)	09/01/16
Briggs, William*	EPP	Instructional Aide l	$10.00/hr (1)	09/01/16
Bui, Donald	Success Center	Instructional Aide ll	$14.67/hr (3)	08/04/16
Call, MaryEllen*	Health Occupations	Cont. Ed. Specialist Health Occ.	$52.47/hr	08/19/16
Carias Castro, Luis*	Financial Aid	Division Clerk	$10.37/hr	08/25/16
Clark, Darcy G.*	Health Occupations	Community Ed. Specialist	$30.27/hr	08/16/16
Cole, John S.	Fine Arts	Continuing Ed. Specialist/Arts & Crafts	$23.31/hr	08/30/16
Conchas, Vanessa I.	Business Humanities	Instructional Aide l	$10.00/hr	08/29/16
Cordova, Brooke Elizabeth*	DSPS	Interpreter lll	$27.52/hr	08/26/16
Cuba, Nicole Marie*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Davila, Crystina*	Veterans Center	Recreational Activity Specialist	$14.18/hr	08/18/16
Davis, Tadashia*	Financial Aid	Secretary Clerk	$10.94/hr	08/19/16
De Hoyos, Katalina	Financial Aid	Instructional Aide ll	$13.30/hr	09/01/16
DeLgado, Alma A.*	CalWORKs	Division Clerk	$10.37/hr	08/26/16
Diaz, Rafael	Information Technology	Senior Technical Support Specialist	$17.45/hr	08/29/16

* Categorically Funded
** Specially Funded

Diego, Vanessa A.	Liberal Arts	Intermediate Clerk	$10.00/hr	08/17/16
Dilger, Nicholas	Success Center	Instructional Aide ll	$13.30/hr (1)	08/19/16
Dominguez, Brandon*	Financial Aid	Instructional Aide ll	$13.30/hr	08/30/16
Dorado, Steve*	Technology	Vocational Ed. and Special Projects Asst.	$17.04/hr	08/30/16
Dunn, Paula N.	Academic Affairs	ASL Interpreter - Instruction Support	$42.58/hr	08/16/16
Escobar, Devyne	Financial Aid	Program Assistant l	$10.37/hr	08/30/16
Escudero, Juliana*	Health Occupations	Instructional Aide l	$10.00/hr	08/19/16
Fairfield, Sarah L.	IERP	Division Clerk	$10.37/hr	08/19/16
Figueroa, Melissa Marie*	EPP	Instructional Aide l	$10.00/hr (1)	09/01/16
Gajaweera, Kaushalya U.	SEM	Aide-General Laboratory	$10.00/hr	08/19/16
Garner, Jacqueline*	Adult Education	Community Education Specialist	$30.27/hr	08/19/16
Gatlin, Trenese C.*	Adult Education	Program Assistant ll	$11.78/hr	08/30/16
Gomez Juarez, Nancy	Business Humanities	Instructional Aide l	$10.00/hr	08/18/16
Gomez, Staphany*	Financial Aid	Program Assistant l	$10.37/hr	08/30/16
Gonzalez, Jaime*	Financial Aid	Secretary Clerk	$10.94/hr	08/19/16
Guerrero Cynthia Lorena	Business Humanities	Instructional Aide l	$10.00/hr	08/26/16
Guerrero, Lida*	CalWORKs	Division Secretary Clerk	$10.94/hr	08/26/16
Guerrero, Marissa Marie*	Financial Aid	Instructional Aide ll	$13.30/hr	08/30/16
Guzman, Sarai Abigail*	Financial Aid	Instructional Aide ll	$13.30/hr	08/30/16
Hernandez, Tanya Joanne*	Financial Aid	Instructional Aide ll	$13.30/hr	08/30/16
Hinton, Sarah Michelle	Success Center	Instructional Aide ll	$13.30/hr (1)	08/25/16
Jones, Morris	Success Center	Program Facilitator	$14.32/hr	09/01/16
Joson, Joseph	HPEDA	Instructional Aide ll	$14.67/hr (3)	08/16/16
King, Sarah Christine*	DSPS	Interpreter lV	$34.79/hr	08/25/16
Leguizamon, Tatiana E.*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Lewis, Devaughn Loren*	Financial Aid	Division Clerk	$10.37/hr	08/19/16
Licano, Savannah Marie*	Financial Aid	Division Clerk	$10.37/hr	08/30/16
Lopez Calderon, Alejandra	Success Center	Instructional Aide ll	$14.67/hr (3)	08/15/16
Lopez, Jonathan Matthew*	SEM	Instructional Aide l	$10.00/hr (1)	08/25/16
Lopez, Martha Noemi*	Health Occupations	Instructional Aide ll	$13.30/hr (1)	08/16/16
Lopez, Martha*	CalWORKs	Instructional Aide ll	$13.30/hr	08/26/16

* Categorically Funded
** Specially Funded

Lozano, Jorge	Adult Education	Community Education Specialist	$30.27/hr	08/02/16
Maniquez, Daniel Joseph*	Financial Aid	Division Clerk	$10.37/hr	08/30/16
Marquez, Dolores Alvidrez*	Adult Education	Community Education Specialist	$30.27/hr	09/02/16
Martinez, Erika*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Martinez, Pedro Leonel*	Financial Aid	Division Clerk	$10.37/hr	08/30/16
Maya, Louis Peter*	Financial Aid	Instructional Aide I	$10.00/hr (1)	08/31/16
McKelly, Shawna	Success Center	Instructional Aide II	$13.30/hr (1)	08/12/16
Meisch, Matthew*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Melendez, Lizbeth Judith*	Financial Aid	Instructional Aide II	$13.30/hr	08/31/16
Miramontes, Mayra Alejandra*	Financial Aid	Instructional Aide II	$13.30/hr	08/30/16
Mitchel, Roanna	Success Center	Instructional Aide II	$13.97/hr (2)	08/16/16
Mock, Hyunsoo*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Mondaca, Frances*	Adult Education	Community Education Specialist	$30.27/hr	08/31/16
Munoz, Kimber Amber*	Financial Aid	Program Assistant I	$10.37/hr	08/30/16
Nunez, Maria D*	Adult Education	Community Education Specialist	$30.27/hr	09/02/16
Myer, Glen James**	HPEDA	Community Education Specialist	$30.27/hr	08/12/16
Nguyen, Bich Tran Ngoc	Success Center	Instructional Aide II	$13.30/hr (1)	08/12/16
O'Brien, Sean	Fine Arts	Community Education Specialist	$23.31/hr	08/18/16
Okhuysen, Victor*	Technology	Community Education Specialist	$30.27/hr	08/23/16
Olivares-Molina, Gustavo*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Palomera, Gregorio Jr.*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Perez Martinez, Moises*	Adult Education	Program Facilitator	$14.32/hr	08/30/16
Perez, Jacob*	Financial Aid	Instructional Aide II	$14.67/hr (3)	08/31/16
Price, Felicia*	DSPS	Interpreter Certified	$42.58/hr	08/18/16
Quezada,Vanessa*	Health Occupations	CDC Substitute Teacher	$20.48/hr	09/12/16
Ramierez Jr., David Julian	Success Center	Instructional Aide II	$13.30/hr (1)	08/12/16
Ramos, Eliseo*	Financial Aid	Secretary Clerk	$10.94/hr	08/30/16
Reed, Ashley Nicole*	Financial Aid	Instructional Aide II	$13.30/hr	08/31/16
Rizzen, Joe*	EPP	Instructional Aide I	$10.00/hr (1)	09/01/16
Rodriguez, Christopher George*	Financial Aid	Secretary Clerk	$10.94/hr	08/24/16
Romero, Naidelyn Janeth*	Financial Aid	Program Assistant I	$10.37/hr	08/30/16

* Categorically Funded
** Specially Funded

Rosales, Israel*	Adult Education	Community Education Specialist	$30.27/hr	08/31/16
Rubi, Lucero*	CalWORKs	Division Clerk	$10.37/hr	08/11/26
Salazar, Bianca Isabel*	Financial Aid	Instructional Aide II	$13.30/hr	08/31/16
Sanchez, Margarita*	Adult Education	Secretary Clerk	$10.94/hr	08/11/16
Serna, Jocelyne*	Financial Aid	Secretary Clerk	$10.94/hr	08/31/16
Skjonsby, Kristen*	Academic Affairs	Research Assistant	$18.01/hr	08/31/16
Smith, Alexis*	Health Occupations	Community Education Specialist	$30.27/hr	08/12/16
Smith, Kishaamin*	Adult Education	Community Education Specialist	$30.27/hr	08/18/16
Stroedel, Vanessa*	Academic Affairs	Research Assistant	$18.01/hr	08/30/16
Tellez, Isaiah Hermenejildo*	Financial Aid	Program Assistant I	$10.37/hr	08/30/16
Tran, Hung Ngoc*	Financial Aid	Division Clerk	$10.37/hr	08/31/16
Tuning, Catherine	HPEDA	Instructional Aide II	$13.30/hr (1)	08/12/16
Varela, Phillip David	Success Center	Instructional Aide II	$13.30/hr (1)	09/01/16
Vergara, Carolyne*	Adult Education	Community Education Specialist	$30.27/hr	08/31/16
Victoria, Francesca*	Academic Affairs	Research Analyst	$18.01/hr	09/01/16
Wagner, Alycia	Success Center	Program Facilitator	$14.32/hr	09/01/16
Williams, LaTarah	IERP	Research Analyst	$27.40/hr	08/12/16
Wilson, Kellie*	Academic Affairs	Research Assistant	$18.01/hr	08/30/16

* Categorically Funded
** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Harry Joel
Interim Vice President of Human Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year

ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016-2017 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2016-2017 Academic Year

FACULTY: TEMPORARY PART-TIME
2016-2017 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Ochoa, Lorena	RE	Counseling Instruction	1AM	53.29

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Brown, Kristina	NH	Sociology	1AM	53.29
Butler, Jeffery	NH	Psychology	1AD	55.15
Ledezma, Erica	RE	Psychology	2AM	56.44
Lee, Samuel	NH	Economics	1AM	53.29
Martins, Melanie	NH	Interdisciplinary Studies	1AM	53.29
Minsky-Rowland, Jocelyn	NH	Antropology	1AD	55.15
Poole, Heather	NH	Paralegal	1AD	55.15
Tchulluian, Laura	NH	Paralegal	1AD	55.15
Terrell, Bud	NH	Accounting/Finance	1AM	53.29
Vecchio, Daniel	RE	Philosophy	1BM	53.29
Wheeler, Michael	NH	Psychology	1AM	53.29
Yilan, Luo	NH	Economics	1AM	53.29

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Anvari, Sam	NH	Art	1AM	53.29
Booshu, Noah	NH	Photography	1AM	53.29
Chartier, Renee	NH	Photography	1AM	53.29
Gill, Stephanie	NH	Art	1AB	51.49
Irie, Ichiro	NH	Art	1AM	53.29
Lloyd, Joseph	NH	Art	1AM	53.29
Minear, Samantha	NH	Art	1AM	53.29
Mitchell, Kathryn Elizabeth	NH	Music; Applied Music	1AM	53.29
Pacier, Phillip	RE	Music; Applied Music	1BM	53.29
Phelps, Jennifer	NH	Art	1AM	53.29
Robinson, Donna	RE	Art	1BM	53.29

* NH=New Hire, RE=Reemployed

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Arbizzi, Daniela	NH	Child Development	1AM	53.29
Lloyd, Clarence	NH	Pharmacy Technician	1AD	55.15
Jefferson, Sharrica	NH	Nursing	1AM	53.29
Ortega, Monica	NH	Nursing	1AM	53.29
Varghese, Ninu	RE	Nursing	3BM	59.58

V. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aboulin, Annie	NH	English	1AM	53.29
Fong, Peter	NH	Speech	1AM	53.29
Fry, Wyatt	NH	German	1AM	53.29
Harper-Johnson, Paula	RE	American Sign Language	6BM	67.49
Hsiao, John	RE	English	5AM	65.84
Hyer, Mark	RE	English	1AM	53.29
King, Kathryn	NH	English	1AM	53.29
Linhares, Manuel	NH	Spanish	1AM	53.29
Masters, Dee	NH	English	1AM	53.29
Nia, Halleh	NH	Speech	1AM	53.29
Ruiz de Castilla, Clariza	NH	Speech	1AD	55.15
Skjonsby, Kristen	NH	English	1AM	53.29

VI. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Afra, Maha	RE	Dance	6BM	67.49
Artiaga, Jorge	NH	Coaching	1AB	51.49
Ashley, Brendan	NH	Coaching	1AB	51.49
Cadwallader, Daniel	NH	Coaching	1AB	51.49
Casaquit, Noah	NH	Coaching	1AB	51.49
Kingsbury, Deanna	RE	Physical Education	1BM	53.29
Munoz, Alex	NH	Coaching	1AB	51.49
Neri, Efren	NH	Coaching	1AB	51.49
Ruiz, Raul	RE	Physical Education	2AM	56.44

* NH=New Hire, RE=Reemployed

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Berekian, Beverly	RE	Geology	4AM	62.71
Cook, Shaun	NH	Chemistry	1AM	53.29
Hultman, Jason	NH	Mathematics	1AM	53.29
Huynh, Hubert	NH	Computer Science	1AM	53.29
Nguyen, Minhthong	NH	Computer Science	1AM	53.29
Nova, Leopoldo	NH	Computer Science	1AM	53.29

VIII. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Chiros, Scarlett	RE	Cosmetology	3AM	59.58
Smith, Rochelle	RE	Cosmetology	5AB	65.84

IX. STUDENT SERVICES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Brooks, Kerry Steve	RE	EOPS Instruction	1AM	53.29
Embry, Bernice	NH	Counseling	1CM	43.91
Fujii, Allison	RE	Career Services	3CM	47.03
Juarez, Michelle	NH	Counseling	1CM	43.91
Ramirez, Diana	NH	Counseling	1CM	43.91

X. LIBRARY/LEARNING RESOURCE CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Bair, Richard	RE	Success Center - Language	3AM	59.58
Daugherty, Heather	RE	Library Instruction	2AM	56.44
Elgindi, Isaac	RE	Success Center - Mathematics	2AM	56.44
Ezewiro, Stacey	NH	Success Center - Language	1AM	53.29
Fischer, Anna	RE	Success Center - Language	6BM	67.49
Ludvigsen, Lindsay	RE	Success Center - Language	4AM	65.84
Ortiz, Lorena	RE	Success Center - Mathematics	6BM	67.49
Politanoff, Ashton	NH	Success Center - Language	1AM	53.29
Powell-Martin, Laura	RE	Success Center - Language	2AM	56.44
Reyes, Amanda	RE	Success Center - Language	2AM	56.44
Winiarski, Catherine	NH	Success Center - Language	1AM	53.29

* NH=New Hire, RE=Reemployed

***** *NH=New Hire, RE=Reemployed*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Harry Joel
Interim Vice President of Human Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

ACTION

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Bueno, Melissa	Child Development Center	Instructional Associate	9/6/2016
2)	Camberos-Tharp, Casey	Child Development Center	Instructional Associate	9/6/2016
3)	Gregorio, Aline	SEM – Earth Science	Instructor	7/15/2016
4)	Robles, Desiree	Child Development Center	Teacher	9/6/2016

Presented to the Board of Trustees: September 21, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Harry Joel
Interim Vice President of
Human Resources

PREPARED BY:

Dr. Adriana Flores-Church
Director of Human Resources/Risk
Management

SUBJECT: Consideration of Approval of Request for Unpaid Leave of Absence: Dr. Monica Bellas, Professor (Anthropology Department)

ACTION

It is recommended that the Board of Trustees approve Dr. Monica Bellas' request for a 40% unpaid leave of absence due to personal reasons for the period of August 15, 2016 through December 16, 2016.

FISCAL IMPACT

Replacement cost may or may not have a financial impact depending on substitute's salary rate.

REPORT SUMMARY

According to the provisions of Article 21 of the Cerritos College Faculty Federation, Local 6215, Collective Bargaining Agreement, a full-time faculty unit member may request an unpaid leave of absence for personal reasons. Requests for unpaid leave of absence for more than five days but less than one calendar year must be placed on the Board agenda for consideration of approval by the Board of Trustees. Dr. Bellas submitted a request for an unpaid leave of absence due to personal reasons for the period of August 15, 2016 through December 16, 2016. The immediate supervisor, Ms. Rachel Mason, Instructional Dean of Business Education, Humanities, and Social Sciences, and Mr. Rick Miranda, Acting Vice President of Academic Affairs, reviewed and recommended approval of Dr. Bellas' unpaid leave request.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

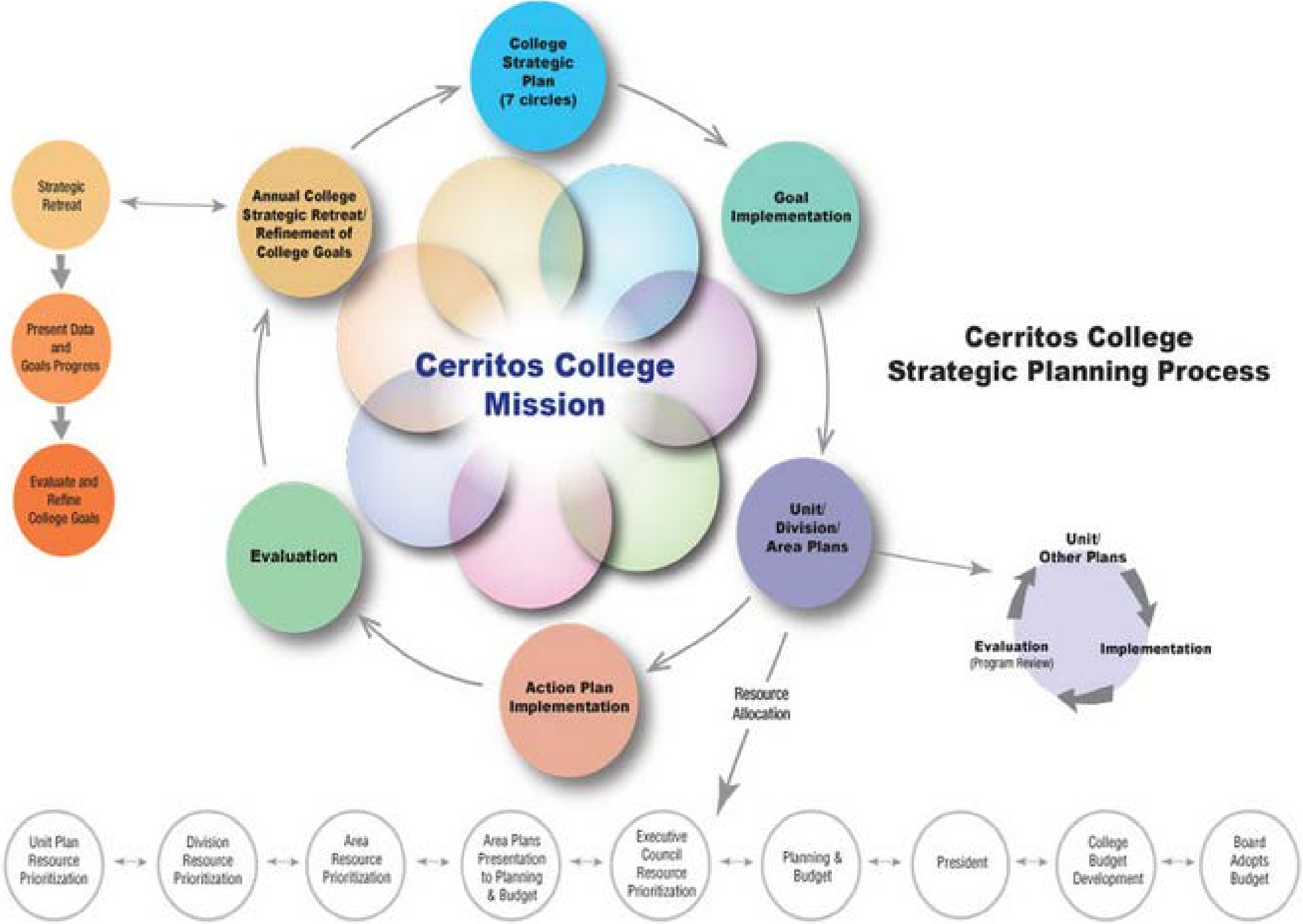
ATTACHMENT(S)

None.

Strategic Goals for 2016-17

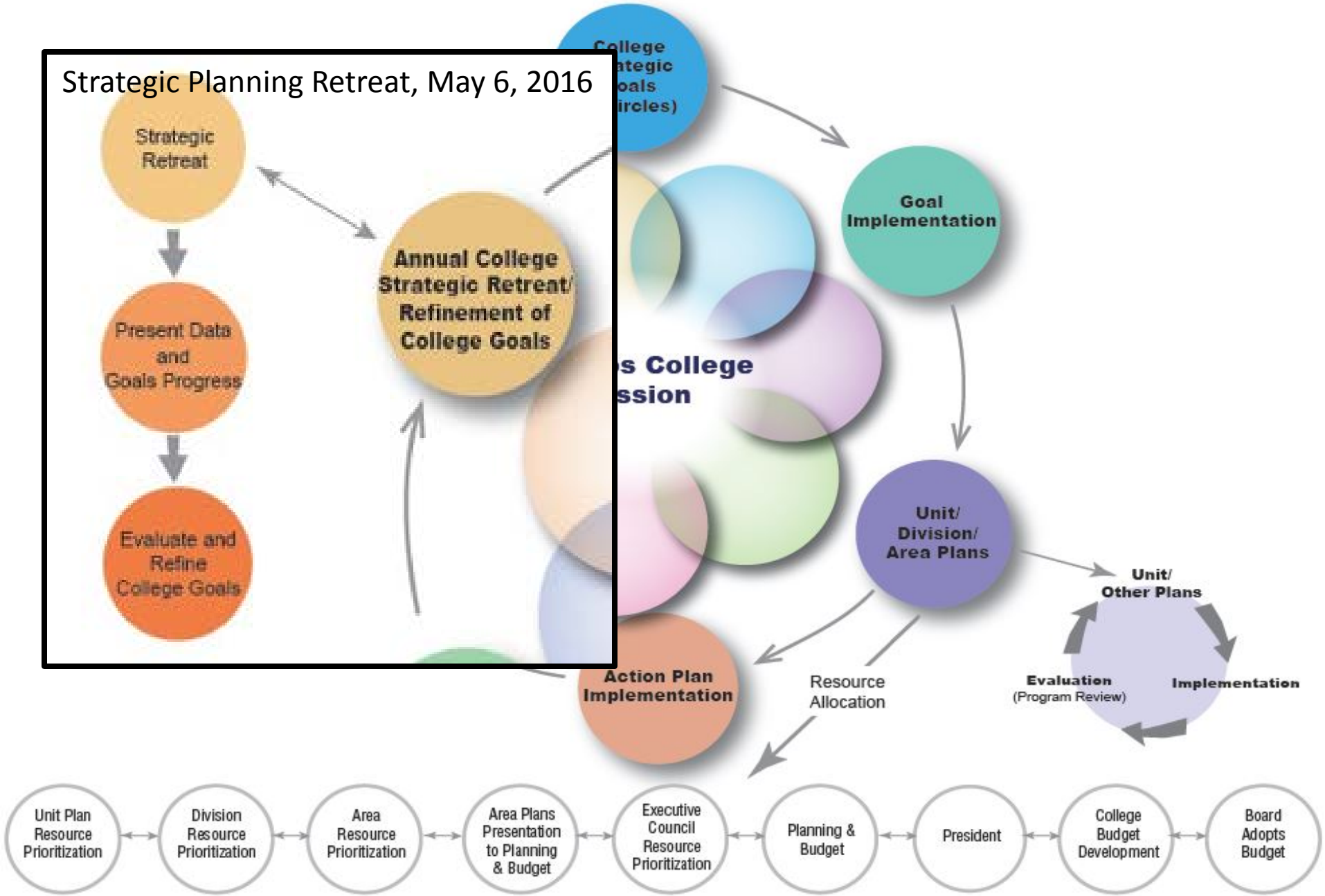
Rick Miranda, Acting VP/Academic Affairs, Assistant Superintendent

Cerritos College Strategic Planning Process



Approved 3/7/2013

Cerritos College Strategic Planning Process



Approved 03/07/2013

Strategic Planning Retreat, May 6, 2016 RECAP

- Purpose of Retreat: Share data and review goals; set new goals
- Data presentations/Goal alignment to 3SP/Equity/BSI/IEPI
  - EMP 2017-2023 in progress: shared timeline and process (presentation by Rick Miranda and Dr. Kristi Blackburn)
    - Recapped on the progress for Goals of 2015-16
    - Contract for EMP is on Board Agenda for Sept. 21, 2016
  - Bahr's Segmentation Study Replication at Cerritos College (presented by Institutional Effectiveness, Research and Planning Division)
  - Moving the Needle: Examining Placement and Multiple Measures (presentation by Connie Boardman, Dr. Renee DeLong, Dr. Andrew Kretz, & Dr. Kristi Blackburn)
    - The college has been discussing and making progress on implementation of multiple measures. Data examined to-date was presented.
  - Research Round-up (presentation by Dr. Kristi Blackburn)

Link to presentations: http://cms.cerritos.edu/research-and-planning/webpage-update-4.30.2015/planning.htm

Strategic Planning Retreat, May 6, 2016

GOAL 1: Increase semester- to- semester retention by minority male students by 2% in the 2016-17 academic year.

<u>College Activities include:</u>

- Culturally Responsive Teaching & Learning Train-the-Trainer program (grant funded/Equity)
- EOPS Minority Male Support Program (“Man Cave”) (grant funded/equity)
- Increasing the number of full-time faculty hired who are minorities
  - Biggest gaps are African American, Asian, and Native American Indian faculty

Strategic Planning Retreat, May 6, 2016

GOAL 2: (IEPI Year 2 Goal) The college will increase the number of students progressing through the Basic Skills courses into college level by 2% (at each course entry level, in both English and math).

College Activities include:

- AIME program (Basic Skills)
- Acceleration
- Embedded Tutoring (Equity)
- Athletics Tutoring Support (Equity)
- Multiple Measures implementation

Strategic Planning Retreat, May 6, 2016

GOAL 3: As part of the Cerritos College and Career Readiness Initiative, we will increase the number of students that successfully matriculate into the college through the K-16 Bridge/Cerritos Complete, Dual Enrollment and Concurrent Enrollment Programs (*for example,* President Middle College Scholars, Career Technical Education, etc.) with district high schools by 10% and with K-16 BridgeA (Adult Education) by 2%.

<u>College Activities include:</u>

- Assessment, Orientation, Counseling/Advisement (3SP)
- Learning Community Structures
- Parent Orientations
- Assessment Preparation Workshops

Strategic Planning Retreat, May 6, 2016

GOAL 4: Increase number of students receiving Financial Aid by 2%.

<u>College Activities include:</u>

- Inform students of new deadlines
- Remind students through multiple media: posters, electronic, social

Strategic Planning Retreat, May 6, 2016

GOAL 5: Finish implementation of Completion Dashboard; Formulate a goal about student completion as a result of the dashboard (include a measureable outcome).

<u>College Activities include:</u>

- Demonstrations to student groups
- Demonstrations to faculty at dept/division meetings; CTX

Strategic Planning Retreat, May 6, 2016

GOAL 6: Finish implementation of PR+.

<u>College Activities include:</u>

- Complete programming functions for full implementation
- Provide updated training to users

Strategic Planning Retreat, May 6, 2016

GOAL 7: OER Awareness

College Activities include:

- Promote awareness and adoption of OER materials
- Training for faculty about OER through CTX and flex activities

Questions and Answers

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Noorali Delawalla
Acting Vice President of
Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval to Award Independent Contractor Services Agreement with MIG, Inc. for the District's Educational Master Plan Consultant

ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Independent Contractor Services Agreement with MIG, Inc. of Pasadena, California for the purpose of providing consulting services for the Educational Master Plan for Cerritos College pursuant to Request for Proposal (RFP) No. 16C0007, Educational Master Plan Consultant.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $139,565; funding for this agreement will be allocated from the General Fund.

REPORT SUMMARY

On June 15, 2016, Cerritos College released Request for Proposals (RFP) No. 16C0007, Educational Master Plan Consultant. The purpose of the RFP was to seek proposals to provide consulting services to prepare the District's six (6) year Educational Master Plan (EMP) for 2016-2022.

The company selected to provide consulting services for Cerritos College's Educational Master Plan will enter into a contract with Cerritos College through the college's standard Independent Contractor Services Agreement. The term of the agreement will be from October 1, 2016 through June 30, 2017.

The company selected to provide consulting services for Cerritos College's Educational Master Plan will be required to produce written, graphic, and digital documentation of the EMP, as well as plans for individual disciplines, including growth of existing programs and addition of new programs to accommodate maximum student enrollment. The EMP consultant will assist the District in the planning process from the initial phase of research through adoption of the plan by the District's Board of Trustees. The EMP consultant will collaboratively work with District leadership, Strategic Planning Committee Members, and other District constituencies and committees to develop the EMP through participation in open forums, committee meetings, and public review, as applicable.

In addition to public advertisement in a newspaper of general circulation and posting on the Purchasing Department's website, Purchasing reached out to one hundred fifty-five (155) companies on Cerritos College's vendor list.

Five companies submitted proposals by the submittal deadline date on June 14, 2016. Upon evaluation of the proposals received, three companies were shortlisted by the technical evaluation committee. The three shortlisted companies who provided presentations include the following:

- Cambridge West Partnership, LLC – 14471 Chambers Road, Suite 260, Tustin, CA 92780
- The Collaborative Brain Trust Consulting Firm – 1130 K Street, Suite 150, Sacramento, CA 95814
- MIG, Inc. – 537 S. Raymond Ave., Pasadena, CA 91105

The interview evaluation committee determined that the company listed below was the most qualified to provide educational master plan consulting services for the college.

- MIG, Inc. – 537 S. Raymond Ave., Pasadena, CA 91105

Upon completion of Cerritos College's due diligence review, the college finds that contracting with the above-referenced company to provide educational master plan consulting services is in the best interest of Cerritos College.

Cerritos College is recommending that the Board of Trustees award and authorize the college to negotiate and enter into an agreement with MIG, Inc. to provide educational master plan consulting services.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Contract No.16C0007, Independent Contractor Services Agreement – MIG, Inc.

BOARD RESOLUTION NO. 16-0921D

RESOLUTION TO SUPPORT PROPOSITION 55

WHEREAS, the Cerritos Community College District Governing Board is committed to making policy and financial decisions that enable the district to provide quality educational programs and services to the members of our community; and

WHEREAS, during the recent recession, the state cut more than $56 billion from education, healthcare and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals; and

WHEREAS, California public schools rank 42nd out of the 50 states in per-pupil spending; California public schools are the most crowded in the nation; and California provides fewer guidance counselors and librarians per student than any other state in the nation;[1] and

WHEREAS, many of California's schoolchildren come from low-income families that lack access to the health care services needed to keep those children in school and learning; and

WHEREAS, passage of Proposition 30 in 2012 helped increase state revenues, providing a significant boost to California's K-14 school spending and sending funds directly to school districts and community college districts through the Education Protection Account;

WHEREAS, the revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect; and

WHEREAS, Proposition 55 would extend Proposition 30's temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families; and

WHEREAS, unless Californians extend Proposition 30's temporary tax increases, the state's schools and community colleges most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation; and

WHEREAS, a reduction of funding will have a severe impact in student access to education and the future economic development of our local communities, and

BE IT RESOLVED that the Cerritos Community College District Governing Board joins school districts and community college districts around the state in supporting Proposition 55 and in urging the Legislature to work with the public education community to identify stable, long-term, adequate funding solutions for public schools and community colleges; and

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[1] http://calbudgetcenter.org/wp-content/uploads/Californias-Support-for-K12-Education-Ranks-Low-by-Almost-Any-Measure_FactSheet_11.17.2015.pdf

BE IT FURTHER RESOLVED, that this body, the Cerritos Community College District supports the passage of Proposition 55 because it provides needed revenue to public schools and will specifically benefit this district for the reasons described herein.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 17th day of August, 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____

President of the Board of Trustees

Attested to:

_____

Clerk of the Board of Trustees

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT DRAFT

Contract No. 16C0007

PARTIES AND DATE

This Agreement is made and entered into this **22nd** day of **September**, **2016**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **MIG, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 537 S. Raymond Ave., Pasadena, CA 91105. 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 **Educational Master Plan Consultant Services**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include those services as more fully detailed in the RFP and Contract Documents, all of which are component parts of this Agreement and incorporated into this Agreement by this referenced, as follows: this Agreement, the District's RFP No. 16C0007, Educational Master Plan Consultant, Addendum No. 1 dated July 6, 2016, Addendum No. 2 dated July 12, 2016, and Consultant's written responses thereto, inclusive of Consultant's Best and Final Offer (BAFO) dated August 18, 2016.

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: (1) cost to print all material used during EMP meetings and workshops, and (2) costs of all refreshments provided at EMP meetings and workshops. CONTRACTOR shall perform **Educational Master Plan Consultant Services** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **October 1, 2016**, and end on **June 30, 2017**, 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 **Educational Master Plan Consultant Services** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum of **ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED SIXTY FIVE AND 00/100 dollars ($139,565.00) as a Fixed Fee**. Progress payments may be made pursuant to a mutually agreed upon payment schedule.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed

to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement, and in accordance with the specific schedule set forth in RFP No. 16C0007, Educational Master Plan Consultant ("Schedule of Services"), incorporated herein by this reference. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research, and Planning, Cerritos Community College District** or her designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Dr. Daniel Iacofano, Principal, MIG, Inc.** or his designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services

required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers'

Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers'*

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: $1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the

insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of

CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they

are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned

or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

DRAFT

30.0 **NOTICE**. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
Representative: Mark B. Logan, CPPO, C.P.M. Director of Purchasing and Contract Administration Tel: (562) 467-5203	Representative: _____ *(Name & Title)* Tel: _____
For Notices: Cerritos Community College District Purchasing Department 11110 Alondra Boulevard Norwalk, CA 90650-6203 Fax: (562) 467-5020	For Notices: _____ _____ _____ _____ Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

DRAFT

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , a organized under the laws of the state of with its principal place of business at ("CONTRACTOR"), is **AMENDED** on , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*



Cerritos College

Request for Proposal No. 16C0007

Educational Master Plan Consultant

Additional Firm Information

September 7, 2016

MIG

537 S. Raymond Avenue | Pasadena, CA 91105

(626) 744-9872 | www.migcom.com

MIG Firm Summary

MIG Office Locations

With a staff of over 220 multi-disciplinary professionals, MIG offices are located in Pasadena, Berkeley, Fullerton, Riverside, Sacramento, San Diego, Kenwood and San Jose, California; Seattle, Washington; Portland and Eugene, Oregon; San Antonio, Texas; Denver, Colorado and Pleasantville, New York. Services will be provided from our Pasadena office at 537 S. Raymond Avenue, Pasadena, California.

MIG Principals

Susan M. Goltsman
Daniel S. Iacofano
Carolyn M. Verheyen
Joan Chaplick
Timothy Gilbert
Carie DeRuiter
Chris Beynon
Mukul Malhotra
John Baas
Pam Steele
Matt Straite
Laura Stetson
Esmeralda Garcia
Paula Hartman
Steve Lang
Rick Barrett
Lauren Schmitt
Sally McIntyre
Jay Renkens
Jeff Winston
Peg Staeheli
Tom Von Schrader
Dave Rodgers

MIG Officers

Susan M. Goltsman, President
Daniel S. Iacofano, Treasurer/Chief Executive Officer
Carolyn M. Verheyen, Secretary & Chief Operating Officer

Women-Owned Business Status

MIG is a women-owned business.

About MIG

MIG, Inc. specializes in educational master planning, strategic planning, and facility planning for higher education. Since the firm's founding in 1981, we have worked extensively with colleges and universities to involve campus communities in planning for future change. MIG provides a sophisticated, integrated approach to educational and strategic planning that combines elements of planning, design, operations and participation of communities of interest as well as resource and organizational development. Tailored to the distinctive conditions of each institution, our methods evoke creative solutions that lead to dynamic plans.



MIG Project Team

Principal-in-Charge **Daniel Iacofano**, Ph.D., FAICP, FASLA, is a founding principal of MIG with over 34 years of planning and design experience. He has led many higher education planning and design efforts for community colleges and universities in California. His role on the project will be to lead higher profile stakeholder engagement activities, contribute innovative and effective strategies and ensure that the appropriate resources are available at the right time and all work products are of high quality.

Daniel will be supported by Strategic Planner **Mark Sillings** and Lead Facilitator **Esmeralda Garcia**. Mark Sillings will be responsible for day-to-day communications and coordination, strategy development and project documentation. He will assist in the management of each task and take a lead role in the development of the Educational Master Plan. With an MBA from Boston University, Mark has assisted a wide array of clients in the private, public and nonprofit sectors to shape their organizational goals and priorities, including community colleges and public libraries.

As a public involvement specialist, **Esmeralda Garcia** will work closely with Daniel and Mark in designing the outreach effort and in facilitating all meetings and workshops. A graduate of California State University - Los Angeles, Esmeralda has over 16 years of experience applying her facilitative leadership skills in actively engaging diverse stakeholder — including policymakers, advocacy groups, community leaders and the public-at-large. In addition, she has extensive experience working with ethnically diverse communities and prior experience as an adjunct faculty member at Pasadena City College.

Project Analyst **Christina Paul** will apply her GIS mapping and policy planning expertise to the development of the environmental scan. This is a role she previously carried out for the Chabot-Las Positas Community College District College's Educational Master Plan and District-Wide Strategic Plan.

Selected Project Experience

- California Community Colleges System Strategic Plan, *Statewide, California*
- Chabot-Las Positas Community College District College's Educational Master Plans and District-Wide Strategic Plan, *Dublin, California*
- Colorado Mountain College Strategic Planning Services, *Glenwood Springs, Colorado*
- Lake Tahoe Community College Visioning Session, *Lake Tahoe, California*
- Solano Community College Facility Master Plan, *Solano, California*
- Pasadena Area Community College District Educational Master Plan Vision 2020, *Pasadena, California*
- Riverside City College Strategic Plan, *Riverside, California*
- Solano Community College Education Master Plan, *Solano, California*
- San Mateo County Community College District Educational and Facility Master Plan, *San Mateo, California*
- City College of San Francisco Strategic Planning Process, *San Francisco, California*
- Los Rios Community College District Strategic Plan, *Sacramento, California*

Several of our Educational Master Plan projects are further highlighted on the pages that follow.

Chabot-Las Positas Community College District Educational Master Plans and District-Wide Strategic Plan

Dublin, California

In 2014, MIG led an ambitious effort to concurrently develop a District-wide Strategic Plan for Chabot-Las Positas Community College District along with updated Education Master Plans for Chabot College and Las Positas College. The District is comprised of two colleges — Chabot and Las Positas Colleges — and serves eight communities in southern Alameda County. While the colleges have similar goals, they are also distinct from each other. Chabot's 94-urban acre campus serves more than 13,000 students, 77 percent of which identify as ethnic minority. Las Positas' newer 147-acre campus serves more than 8,000 students and fewer than half are minority students.

The Chabot-Las Positas Community College District-wide Strategic Plan provides the district and colleges with operational guidance. The Strategic Plan provides information regarding the students and communities the district serves, identifies important trends that will impact instruction, provides clear goals and action items to achieve these goals, identifies measurable outcome targets and lays out a framework for monitoring and assessing progress.

The educational master plans prepared for Chabot College and Las Positas College articulate each institution's goals and strategies for advancing the college's mission. The plans will guide the college in the next five years in strengthening student achievement, planning for current and future staffing needs, transforming infrastructure and allocating resources

Prior efforts to develop these plans were described as "top-down" and exclusive; they were not supported or endorsed by the staff, faculty and leadership. MIG designed an inclusive process that built consensus among individual stakeholders, opinion leaders, staff and faculty across the district and at two college campuses. The plans have been accepted by the Academic Senate and are slated for Board approval in mid-November 2015.

Project Outcomes

- Builds support for the plans from the ground up through an inclusive planning process, resulting in final plans that were very well-received
- Improves relationships with employers in southern Alameda County
- Positions the campus for future relevance by enhancing function, aesthetics and sense of place



San Mateo Community College District Educational and Facilities Master Plan

San Mateo, California

The San Mateo County Community College District is composed of three campuses (the College of San Mateo, Skyline College and Canada College) with a student population projected to reach 32,000 by the year 2004. As the prime consultant, MIG developed a district-wide master plan, beginning with a comprehensive educational strategic plan that set policies to integrate mission, program and facilities. The process included group meetings by discipline throughout the district, campus-by-campus opportunities and constraints analyses as well as campus study groups on facility requirements based on types of educational delivery.

Once the strategic plan was complete, a campus-by-campus facilities plan was developed. Faculty, staff and students re-thought facility layouts, circulation, departmental relationships and the use of open space to better integrate disciplines.

The facilities planning process resulted in three site master plans and new programs with recombined spaces, such as an integrated science center in an expanded Planetarium complex, a new Media and Communications Center for arts and communications at the College of San Mateo and a "one-stop" student services center for each campus. A prototypical campus sign system was developed and design programming for the "one-stop" student services centers has been completed.



Solano Community College District Education Master Plan

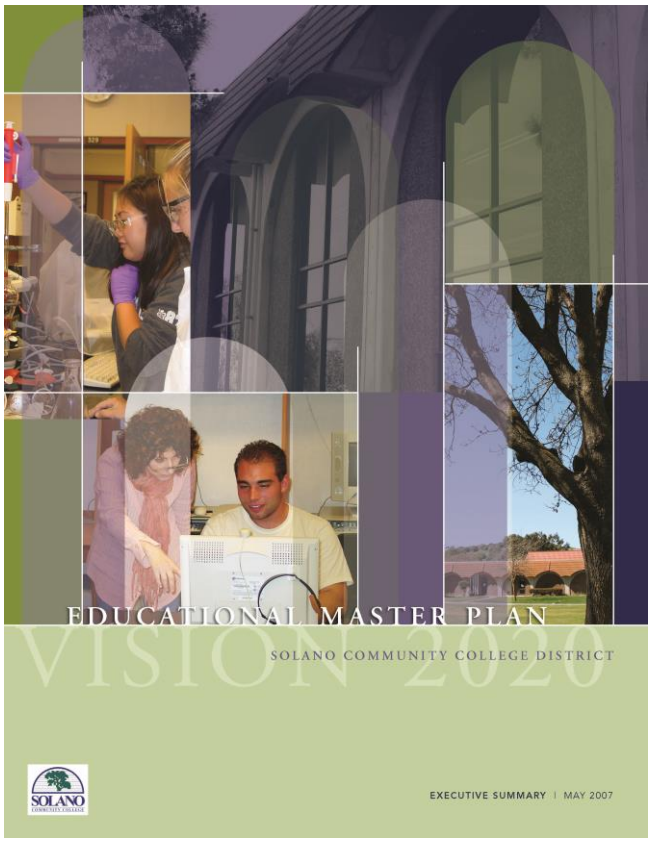
Solano County, California

Solano Community College, located in Fairfield, is in the process of expanding its programs and facilities to serve the growing population and business needs of the County. With the approval of a $124.5 million bond, the District is expanding its College Centers in Vallejo and Vacaville as well as making improvements to the main campus in Fairfield.

MIG was hired to assist the College in developing an Educational Master Plan to help understand what programs and accompanying facilities the College should plan for over the next 20 years. To do this, MIG conducted a series of six community forums throughout Solano County to gather input from the general public and from the business community. The forums indicated a strong level of growth, particularly surrounding the Highway 80 corridor, and the possibility of niche business opportunities in the areas of biotechnology and health care.

MIG worked with the college to survey the business community and the college faculty about their future needs. The Educational Master Plan included a detailed environmental scan of the county population, educational providers and the various business sectors, as well as projections of growth and trends. The final recommendations indicated potential niche markets and untapped program areas. The Plan identified the type of facilities that would be required to meet the College's expanding needs.

The initial plan was completed in 2007. When completed, MIG continued to work with the District on plan updates and implementation.



President and Board of Trustees Ongoing Goals for 2016-2017

1. Foster student success, engagement, and completion

The Board of Trustees and CEO will continue to support initiatives focused on increasing student success, engagement, and completion at Cerritos College.

Board and CEO Activities:

- Receive progress reports regarding new and ongoing initiatives including a data warehouse, math, Completion Project, student equity, and benchmarking on cohorts for three years at 150% and four years at 200% of the time.

Linkage to Strategic Plan

- ❖ Student Engagement Goal 2: Increase overall degree and certificate completion by **2% by 2017** by ensuring students are aware of their program pathways and progressing towards completion.
- ❖ Teaching Practices Goal 1: Improve the collaborative teaching environment on campus by increasing opportunities for faculty interaction.
- ❖ Instructional Programs Goal 1: Create clear educational pathways for all completed Associate Degrees for Transfer (ADTs) and **25%** of non-ADT degrees and certificates and **60%** of Career Technical Education Programs (CTEs) and communicate the pathways to the student community.
- ❖ Instructional Programs Goal 2: Increase overall transfer prepared rate by **2% by 2017**.
- ❖ Instructional Programs Goal 3: Create a strategy to increase successful completion of the basic skills sequences for Math, Reading, English and ESL and determine a baseline for future measurement.
- ❖ Support Services Goal 1: Develop a coordinated marketing campaign and calendar to promote services to students and the campus community.
- ❖ Support Services Goal 2: Increase use of universally accessible technology to enhance availability of services and resources.

President and Board of Trustees Ongoing Goals for 2016-2017

2. Advance the Facilities Master Plan and Maintain and Improve the Academic Infrastructure.

Under the direction of the Board, the CEO will continue to monitor the construction of facilities associated with the Facilities Master Plan.

Board and CEO Activities:

- Participate in construction update meetings.
- Monitor construction budgets and timelines.
- Report any irregularities to the Board of Trustees in a timely fashion.

Linkage to Strategic Plan

- ❖ Academic Infrastructure Goal 1: Integrate the smart classroom standards across campus that includes technology, equipment, furniture, and media.
- ❖ Academic Infrastructure Goal 2: Rewrite Planning Plus and implement Program Review Plus.
- ❖ Academic Infrastructure Goal 4: Expand campus Wi-Fi coverage replacing all ports by 2017

President and Board of Trustees Ongoing Goals for 2016-2017

3. Develop a new long-term strategic/education master plan

The Board of Trustees and the CEO will embrace the long-term vision of Cerritos College.

Board and CEO Activities:

- Engage the college community in dialog around academic excellence and student-centered initiatives.
- Gather feedback from the campus community to be used in the development of a multi-year strategic plan.
- Select a consulting firm to develop the 5 year strategic plan
- Develop the new strategic plan with broad college participation by the end of 2017 academic year

4. Focus on community outreach

Under the direction of the Board of Trustees, the CEO will expand outreach to strengthen the presence of Cerritos College in the local community.

Board and CEO Activities:

- Continue to host community events on the Cerritos College campus.
- Continue to bring community members and potential business partners to tour the Cerritos College facilities.
- Continue to participate in local activities and provide reports of the college to local school boards and city councils
- Maintain visibility and participation in local and state events.
- Foster the engagement of the executive team in community events

President and Board of Trustees Ongoing Goals for 2016-2017

5. Foster a strong partnership between the Cerritos College Foundation and Cerritos College

The CEO, under the direction of the Board, will explore opportunities to become more involved in fundraising activities associated with the Foundation.

Board and CEO Activities:

- Continue conversations about the development of a Foundation strategic plan that support the direction of the district.
- In collaboration with the Executive Director interview and select consultants to expand fund raising capacity for the Cerritos College foundation
- Continue build relationships with community members and alumni to build a donor base.
- Develop a naming opportunity catalog for potential donors.
- Begin the expansion of the giving capacity of the foundation before the end of the 2017 academic year.

6. Focus on affordability

The Board of Trustees and CEO support solutions that keep the cost of attending college as affordable as possible for Cerritos College students.

Board and CEO Activities:

- Continue to support and develop the Open Educational Resources (OER) initiative.
- Seek additional grant opportunities that cover costs associated with students' college attendance and support the institution.
- Continue to expand Cerritos Complete

Linkage to Strategic Plan

- ❖ Student Engagement Goal 5: Develop and implement strategies for reducing textbook costs for students.
- ❖ Student Engagement Goal 5.1: Expand OER resources for courses on campus by targeting specific high enrollment courses and sections.
- ❖ Student Engagement Goal 5.2: Develop a plan for increasing faculty involvement in reducing textbook costs.

President and Board of Trustees Ongoing Goals for 2016-2017

7. Strengthen the relationship between the Career Technical Education, Business Development, and Workforce Development programs.

The CEO, under the direction of the Board of Trustees, will explore collaboration opportunities to enhance the services provided between the above-mentioned programs.

Board and CEO Activities:

- Conduct a Strength-Weakness-Opportunities-Threat (SWOT) analysis of current and future needs before the end of the 2017 academic year.
- Develop a proposal based on the results of the SWOT analysis to strengthen business development and workforce development programs with actionable steps before the end of the 2017 academic year.

8. Support and develop K-12 partnerships within the Cerritos Community College District.

The Board of Trustees and CEO will support K-12 partnerships with the school districts served by the college.

Board and CEO Activities:

- Host a summit with our K-12 partners.
- Initiate conversations with K-12 partners and Cerritos College faculty regarding multiple placement measures for incoming seniors.
- Evaluate current services and partnerships with K-12 partners and make recommendations for improvement.

President and Board of Trustees Ongoing Goals for 2016-2017

9. Advance the diversity plan and report pertinent information accordingly

The Board of Trustees and CEO will continue to develop and foster a campus community that is reflective of the student body and communities we serve. Such a community will meet the current and future social, economic, and workforce needs of a highly diverse state.

Board and CEO Activities:

- Provide continuous updates regarding our progress.
- Expand hiring practices and recruitment efforts.
- Provide more opportunities for employees to participate in diversity-related activities and training.
- Expand the understanding of diversity across campus.
- Produce yearly reports as to the progress made advancing the diversity program.

Linkage to Strategic Plan

- ❖ Campus Leadership Goal 1: Expand leadership development opportunities for all constituent groups.
- ❖ Campus Leadership Goal 3: Identify, promote, and implement best practices in diversity programs.

President and Board of Trustees Ongoing Goals for 2016-2017

10. Invest in Each Other

The Board of Trustees and the CEO will work together to build a culture of trust and collaboration across Cerritos College. In such a culture, the expertise of all members of the Board of Trustees and the CEO are valued and taken into consideration during the decision-making process. The relationship between the Board and the CEO will be strong and genuine in order effect change to campus culture as we lead by example.

Board and CEO Activities:

- Establish regular communication via updates from CEO to the Board of Trustees.
- Provide timely and accurate information.
- The Board and the President/Superintendent will engage in meaningful professional development to advance the mission of the district.

Linkage to Strategic Plan

- Campus Leadership Goal 1: Expand leadership development opportunities for all constituent groups.
- Campus Leadership Goal 2: Improve participation in shared governance and student engagement activities **by 10%**.
- Campus Leadership Goal 4: Improve communication methods to all campus constituents.
- Campus Leadership Goal 5: Increase overall degree and certificate completion and transfer preparedness **by 2% by 2017** by ensuring the campus community understands and promotes completion for all Cerritos students.

President and Board of Trustees Ongoing Goals for 2016-2017

New Activities and Initiatives

- Improve academic infrastructure through quality and attractiveness of the work environment which will assist in the recruitment and retention of outstanding faculty, students and support staff. Provide safe and secure environment for our students
    - Energy Use and Sustainability
    - Develop and implement strategies to reduce energy use by using efficient lighting, heating and cooling systems
    - Physical Infrastructure Renewal
    - Renovate existing structures
    - Upgrade classroom technology for teaching and learning
    - Increase Wi-Fi connectivity points throughout the campus
- Work with classified employees leadership to develop a robust professional development plan
- Create linkages and programming that develop career pathways for noncredit students
- Collaborate with shared governance groups to develop and complete the midterm accreditation report
- Complete the Minority Male Community College Collaborative (M2C3) assessment and develop implementation plan before the end of the 2017 calendar year
- In collaboration with the college's math faculty, Basic Skills Coordinator, and Developmental Education Committee, and alignment with the strategic plan, improve two-year developmental math progress rate for first-time freshmen by 1%
- Strengthen and continue to improve working relationships among professional advisors, faculty advisors, and academic program directors
- Work in collaboration with the faculty senate and faculty at large to explore the possibility to expand guided pathways across curriculum
- Develop strategies to continue to expand access for underserved populations.
- Through AB288 refine and further strengthen Dual Enrollment to recruit and retain students from our local school districts

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **September 21, 2016**

Agenda Item No. 48

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. Noorali Delawalla
Acting Vice President of Business Services/Assistant Superintendent

SUBJECT: Consideration of Approval of the 2016-17 Adopted Budget

ACTION

It is recommended that the Board of Trustees approve the proposed Adopted Budget for the 2016-17 Fiscal Year.

FISCAL IMPACT

As presented.

REPORT SUMMARY

The College is required to have its 2016-17 annual budget adopted by the Board of Trustees and submitted to the Chancellor's Office by September 21 and to the Los Angeles County Office of Education after adoption.

This budget provides a snapshot-in-time view of the District's projected revenues and expenditures. These financial projections are based upon the best and most current information available from both internal and external sources including the Chancellor's Office Budget Workshop that was held on August 4, 2016. Budget revisions are regularly presented to the Board of Trustees throughout the year as new information becomes available.

For 2016-17, key components of the unrestricted general fund include: Zero Cost of Living Adjustment (COLA); Hiring of 29 faculty members, of which 23 positions are funded from the unrestricted general fund. 2015-16 CCFF retro salary adjustment for both full-time faculty and adjunct faculty. Also includes 2016-17 salary increase of 2.5% for the following employee groups: CSEA Classified, Managers and Administrators, President and VPs, Confidential, Child Development and CCFF members (full and part-time).

It is important to note than any future revenue shortfalls or expenditure increases will impact the budget in some way.

NOTICING REQUIREMENTS

The notice of public hearing on the proposed 2016-17 adopted budget was advertised in the Long Beach Press Telegram newspaper on September 7, 2016.

ATTACHMENT(S)

2016-17 Adopted Budget