

CERRITOS COLLEGE

BOARD BOOK

NOVEMBER 14, 2018

CERRITOS COMMUNITY COLLEGE DISTRICT

AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

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

Wednesday, November 14, 2018 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Dr. Shin Liu, Board Vice President
Trustee Area 5

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

Carmen Avalos, Member
Trustee Area 2

Dr. Jose Fierro
President/Superintendent

James Cody Birkey, Member
Trustee Area 3

Marisa Perez, Member
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Phil Herrera
Student Trustee

Cerritos College Mission

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

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

1. **Invocation**

2. **Pledge of Allegiance**

3. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

OPEN SESSION AGENDA

CONSENT CALENDAR ITEMS

Agenda Items 4-56 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.

4. **New Courses and Programs, and Modifications to Existing Courses and Programs**

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

5. **Guided Pathways Faculty Stipend**

It is recommended that the Board of Trustees approve a stipend for $1,000 for Clara Ross-Jones to lead the effort in a plan to collect student voices for Guided Pathways. Funds from the Guided Pathways Grant will be utilized for this expenditure. No general funds will be used.

6. **Learning Community Faculty Stipends**

It is recommended that the Board of Trustees approve individual stipends totaling $2,400 for faculty teaching in Learning Communities during the Fall 2018 semester. Funds from the Learning Community Program budget will be utilized for this expenditure.

7. **Strong Workforce Regional Project Faculty Stipends**

It is recommended that the Board of Trustees approve individual stipends totaling $3,875 for faculty mentoring for the Strong Workforce Program (SWP) Regional Grant Funds Round 2 taking place during the fall 2018 semester. Funds from the Strong Workforce Program Regional Grant will be utilized for these expenditures. No general funds will be used.

Note: Items 8-35 Pertain to the Construction of the Performing Arts Center

8. **Bid No. 17P012, Performing Arts Center – Category 01, Demo/Grading/Paving**

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

1. Reject bid submitted by Elite Earthworks and Engineering of Corona, California as non-responsive to the bid and contract documents for failure to comply with all mandatory requirements as detailed in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 01, Demo/Grading/Paving to Southern California Grading, Inc. of Irvine, California, as the lowest responsive, responsible bidder in the amount of $2,805,000 which equals the Total Base Bid Amount plus Alternates No. 1 and 2.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternates No. 1 and 2 is $2,805,000. Funding for this project will be allocated from the GO Bond.

9. **Bid No. 17P012, Performing Arts Center – Category 02, Structural and Site Concrete**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 02, Structural and Site Concrete to McGuire Contracting, Inc. of Fontana, California, as the lowest responsive, responsible bidder in the amount of $12,172,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $12,172,000. Funding for this project will be allocated from the GO Bond.

10. **Bid No. 17P012, Performing Arts Center – Category 03, Masonry**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 03, Masonry to Kretschmar & Smith, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $655,450 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $655,450. Funding for this project will be allocated from the GO Bond.

11. **Bid No. 17P012, Performing Arts Center – Category 04, Steel**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 04, Steel to T & M Manufacturing, Inc. of Tremonton, Utah, as the lowest responsive, responsible bidder in the amount of $9,386,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $9,386,000. Funding for this project will be allocated from the GO Bond.

12. **Bid No. 17P012, Performing Arts Center – Category 05, Casework and Finish Carpentry**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 05, Casework and Finish Carpentry to K & Z Cabinet Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $547,620 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $547,620. Funding for this project will be allocated from the GO Bond.

13. **Bid No. 17P012, Performing Arts Center – Category 06, Sheet Metal/Expansion Joints**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 06, Sheet Metal/Expansion Joints to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,770,750 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,770,750. Funding for this project will be allocated from the GO Bond.

14. **Bid No. 17P012, Performing Arts Center – Category 07, Metal Wall Panels/Composite Wall Panels/Rain Screen**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 07, Metal Wall Panels/Composite Wall Panels/Rain Screen to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,872,450 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,872,450. Funding for this project will be allocated from the GO Bond.

15. **Bid No. 17P012, Performing Arts Center – Category 08, Roofing**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 08, Roofing to Commercial Roofing Systems, Inc. of Arcadia, California, as the lowest responsive, responsible bidder in the amount of $1,694,921 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,694,921. Funding for this project will be allocated from the GO Bond.

16. **Bid No. 17P012, Performing Arts Center – Category 09, Doors/Frames/Hardware**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 09, Doors/Frames/Hardware to Montgomery Hardware Co. of Rancho Cucamonga, California, as the lowest responsive, responsible bidder in the amount of $621,625 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $621,625. Funding for this project will be allocated from the GO Bond.

17. **Bid No. 17P012, Performing Arts Center – Category 10, Storefront/Curtain Wall/Glass and Glazing**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 10, Storefront/Curtain Wall/Glass and Glazing to M-Tech Glass, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $2,232,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,232,000. Funding for this project will be allocated from the GO Bond.

18. **Bid No. 17P012, Performing Arts Center – Category 11, Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant**

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

1. Reject bid submitted by Sierra Lathing Co., Inc. of Rialto, California as non-responsive to the bid and contract documents for failure to comply with all mandatory requirements as detailed in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 11, Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant to Caston, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $10,058,585 which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $10,058,585. Funding for this project will be allocated from the GO Bond.

19. **Bid No. 17P012, Performing Arts Center – Category 12, Flooring**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 12, Flooring to Floor Tech America, Inc. of Pomona, California, as the lowest responsive, responsible bidder in the amount of $369,035 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $369,035. Funding for this project will be allocated from the GO Bond.

20. **Bid No. 17P012, Performing Arts Center – Category 13, Terrazzo Flooring**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 13, Terrazzo Flooring to Top End Constructors, Inc. dba Top End Terrazzo of Sun Valley, California, as the lowest responsive, responsible bidder in the amount of $222,800 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $222,800. Funding for this project will be allocated from the GO Bond.

21. **Bid No. 17P012, Performing Arts Center – Category 14, Wood Flooring**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 14, Wood Flooring to Geary Floors, Inc. of El Cajon, California, as the lowest responsive, responsible bidder in the amount of $415,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $415,000. Funding for this project will be allocated from the GO Bond.

22. **Bid No. 17P012, Performing Arts Center – Category 15, Tile**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 15, Tile to Inland Pacific Tile, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $314,595 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $314,595. Funding for this project will be allocated from the GO Bond.

23. **Bid No. 17P012, Performing Arts Center – Category 16, Acoustical Treatments**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 16, Acoustical Treatments to Elljay Acoustics, Inc. of Placentia, California, as the lowest responsive, responsible bidder in the amount of $2,776,470 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,776,470. Funding for this project will be allocated from the GO Bond.

24. **Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 17, Painting**

It is recommended that the Board of Trustees authorize and approve Cerritos College to rebid Category 17 per Public Contract Code. Funding for the initial advertising of this project, and the rebid, will be allocated from the GO Bond.

25. **Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 18, General Package**

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 18 pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below. Funding for the initial advertising of this project, and the rebid, will be allocated from the GO Bond.

26. **Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 19, Theatrical Rigging**

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

27. **Bid No. 17P012, Performing Arts Center – Category 20, Theatrical Seating**

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

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

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 20, Theatrical Seating to Sierra School Equipment Co. of Bakersfield, California, as the lowest responsive, responsible bidder in the amount of $338,030 which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $338,030. Funding for this project will be allocated from the GO Bond.

28. **Bid No. 17P012, Performing Arts Center – Category 21, Fire Sprinklers**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 21, Fire Sprinklers to First Responder Fire Protection Corp. of Northridge, California, as the lowest responsive, responsible bidder in the amount of $647,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

29. **Bid No. 17P012, Performing Arts Center – Category 22, Building and Site Plumbing**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 22, Building and Site Plumbing to Empyrean Plumbing, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $2,222,222 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,222,222. Funding for this project will be allocated from the GO Bond.

30. **Bid No. 17P012, Performing Arts Center – Category 23, HVAC**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 23, HVAC to Liberty Climate Control, Inc. of South El Monte, California, as the lowest responsive, responsible bidder in the amount of $7,041,000 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $7,041,000. Funding for this project will be allocated from the GO Bond.

31. **Bid No. 17P012, Performing Arts Center – Category 24, Electrical**

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

1. Approve the relief of bid submitted by R.I.S. Electrical Contractors, Inc. of Riverside, California pursuant to California Public Contract Code Section 5100-5110, as there was a verified error in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 24, Electrical to RDM Electric Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $9,894,000 which equals the Total Base Bid Amount.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $9,894,000. Funding for this project will be allocated from the GO Bond.

32. **Bid No. 17P012, Performing Arts Center – Category 25, Communications/Data**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 25, Communications/Data to Pacific Coast Cabling, Inc. dba PCC Network Solutions of Chatsworth, California, as the lowest responsive, responsible bidder in the amount of $321,524.56 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $321,524.56. Funding for this project will be allocated from the GO Bond.

33. **Bid No. 17P012, Performing Arts Center – Category 26, Audio Visual**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 26, Audio Visual to Audio Visual Innovations, Inc. of Tampa, Florida, with a local office in Cypress, California as the lowest responsive, responsible bidder in the amount of $1,463,365.70 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,463,365.70. Funding for this project will be allocated from the GO Bond.

34. **Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 27, Fire Alarm**

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 27, Fire Alarm pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below. Funding for the initial advertising of this project was allocated from the GO Bond.

35. **Bid No. 17P012, Performing Arts Center – Category 28, Landscape/Irrigation**

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 28, Landscape/Irrigation to Pierre Landscape, Inc. of Irwindale, California, as the lowest responsive, responsible bidder in the amount of $578,333 which equals the Total Base Bid Amount. Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $578,333. Funding for this project will be allocated from the GO Bond.

36. **Ratification of Change Order No. 4 [Unforeseen Conditions, Owner Added Scope, Omissions], (Contract No. 15P016), Envise, Chilled Water Expansion Project**

It is recommended that the Board of Trustees ratify Change Order No. 4 [Unforeseen Conditions, Owner Added Scope, Omissions] in the amount of $228,694 for the Chilled Water Expansion Project. The amount form Change Order No. 4 will be $228,694, increasing the contract amount to $5,367,735. Funding will be allocated from the GO Bond.

37. **Ratification of Change Order No. 1 [Deductive Credit], (Contract No. 16P011), Dalke & Sons Construction, Inc., Social Science Elevator Project**

    It is recommended that the Board of Trustees ratify Change Order No. 1 [Deductive Credit] in the deductive amount of $24,623 for the Social Science Elevator project. The amount from Change Order No. 1 will be $24,623, decreasing the contract amount to $2,461,057. Funding will be reallocated to the GO Bond.

38. **Ratification of Change Order No. 4 [Errors/Omissions], (Bid No. 16P006, Category 02), Verne's Plumbing, Inc., Health and Wellness Complex**

    It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions] in the amount of $19,296.83 for the Health and Wellness Complex project. The amount from Change Order No. 4 will be $19,296.83, increasing the contract amount to $2,123,498.82. Funding will be allocated from the GO Bond.

39. **Ratification of Change Order No. 1 [Errors/Omissions], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex**

    It is recommended that the Board of Trustees approve Change Order No. 1 [Errors/Omissions] in the amount of $19,197 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be $19,197, increasing the contract amount to $6,385,951. Funding will be allocated from the GO Bond.

40. **Purchase Orders for the Month of September 2018**

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

41. **Contracts for the Month of September 2018**

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

42. **Client Services Addendum with eLumen for Curriculum and Student Achievement Software Modules**

    It is recommended that the Board of Trustees approve the Client Services Addendum with eLumen for Curriculum and Student Achievement Software. The total contract sum shall be increased from $78,924 for a new not-to-exceed amount of $230,700; funding for this contract will be allocated from the Academic Affairs budget.

43. **Sub-Contractor Agreement with Victor Valley Union High School District on behalf of Adelanto High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

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

44. **Master Services Agreement with CollegeNET, Inc. for Consulting and Implementation Services for Migration from R25 to Series25**

    It is recommended that the Board of Trustees approve the Master Services Agreement with CollegeNET, Inc. for consulting and implementation services for migration from R25 to Series25. The total contract sum shall be for the not-to-exceed amount of $75,000 which includes the following: initial fee of $20,000, quarterly license fees totaling $30,000, 25Live Upgrade consulting fees of $10,000, Onsite User Training fees of $10,000, and $5,000 for travel costs. Funding for this contract will be allocated from the Academic Affairs budget.

45. **Ratification of the Subgrant Agreement for the Telecommunications and Technology Infrastructure Program Apportionment Agreement (No. 17-055-001)**

    It is recommended that the Board of Trustees ratify the subgrant agreement for the Telecommunications and Technology Infrastructure Program Apportionment Agreement (No. 17-055-001) allocated to Cerritos College to assist with the funding of equipment to upgrade infrastructure connectivity. Cerritos College will receive funding in the amount of $50,000; funding is made possible through Butte-Glenn Community College District's agreement with the California Community Colleges Chancellor's Office.

46. **Amendment to the Independent Contractor Service Agreement with Sign This! Inc. for Coordination and Scheduling of Interpreter Services**

    It is recommended that the Board of Trustees approve the amendment to the agreement with Sign This! Inc. for Coordination and Scheduling of Interpreter Services. The total contract sum shall be increased $30,000 for a new not-to-exceed amount of $90,000. Funding will be allocated from the Disabled Student Programs and Services (DSPS) budget.

47. **Project Assignment Agreement No. 13 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Construction Inspection and Material Testing for the Performing Arts Center Project**

    It is recommended that the Board of Trustees approve Project Assignment Agreement No. 13 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Construction Inspection and Material Testing for the Performing Arts Center Project. The total contract sum shall be for the not-to-exceed amount of $1,440,755; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

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

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for additional services on the Social Science Elevator Project. The total contract sum shall be increased $15,350.55 for a new not-to-exceed amount of $74,403.11; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

49. **Ratification of Amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for Additional Services on the Social Science Elevator Project**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Social Science Elevator project. The total contract sum shall be increased $9,272.17 for a new not-to-exceed amount of $123,585.37; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

50. **Ratification of Amendment to Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Central Plant Expansion Project**

    It is recommended that the Board of Trustees ratify the second amendment to Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Central Plant Expansion project. The total contract sum shall be increased $19,763.20 for a new not-to-exceed amount of $125,907.20; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

51. **Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for the Health & Wellness Complex Project**

    It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for additional services on the Health & Wellness Complex Project. The total contract sum shall be increased $7,000 for a new not-to-exceed amount of $137,580; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, CA.

52. **Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending September 30, 2018**

    It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending September 30, 2018. The items are budgeted in the General Fund.

53. **Quarterly Fiscal Status Report for the Quarter Ending September 30, 2018**

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending September 30, 2018. This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

54. **Make Budget Transfers and Budget Adjustments**

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Funds at Cerritos College.

55. **Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year**

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2018-2019 academic year and as presented on the attached list.

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

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel.

INFORMATION ITEMS

Agenda Items 57-60 are presented as Information Items.

57. **Information Item: College Coordinating Committee Minutes**

The Board of Trustees will review the September 10, October 8, and October 22, 2018 College Coordinating Committee Minutes.

58. **Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

The Board of Trustees will review the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

59. **Receive an Addendum to the March 28, 2018, 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, 2018 - June 30, 2021, and Notification of a Public Hearing at the December 12, 2018, Regular Board Meeting**

    It is recommended that the District receive the attached addendum to the March 28, 2018, initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and that a public hearing in accordance with State Government Code section 3547 be scheduled for the December 12, 2018, regular Board meeting. The financial implications are contingent on the results of negotiations.

60. **Information Item: Employment Selection Procedures for Vice President**

    The Board of Trustees will review Employment Selection Procedures for Vice President.

ADMINISTRATIVE ITEM

Agenda Item 61 is presented as an Administrative Item.

61. **Consideration of Approval to Allocate Funds for Students to be Reimbursed for Approved Study Abroad Expenses**

    It is recommended that the Board of Trustees allocate funds for students to be reimbursed for district-approved study abroad expenses. Funding will be allocated from the District's revenue accounts. No general funds will be used.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

62. **Public Employee Employment (GC #54957)**
    - A. Instructional Dean of Science, Engineering, Mathematics Division
    - B. Instructional Dean of Liberal Arts

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

64. **Reconvene to Open Session**

65. **Adjournment**

The Next Study Session Meeting of the Board of Trustees is set for Wednesday, December 12, 2018 at 7:00 p.m.

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 8, 2018 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 4

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

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

ACTION

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

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of November 14, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New Course	Technology	WMT 135 – Windsor Chair Units: 4.0 Units Hours: 2.5 Lecture/5.5 Laboratory Prerequisite: WMT 101 Introduction to Woodworking or equivalent with a grade of "C" or higher or "Pass". Corequisite: None Recommendation: Basic math skills, spatial skills, and eye/hand coordination are recommended.	This course replaces WMT 235. The hours are being increased in order to include the design and construction of jigs necessary to create the Windsor chair. Note that the course as originally written had two prerequisites, hence the 200 level course number. The prerequisites were eliminated about 10 years ago. *Associated Programs: Furniture Making AS Degree, Furniture Making Certificate*	September 27, 2018
New Course	Technology	WMT 135L – Windsor Chair Lab Units: 2.5 Units Hours: 0.0 Lecture/8.0 Laboratory Prerequisite: WMT 135 Introduction to Woodworking or equivalent with a grade of "C" or higher or "Pass". Corequisite: None Recommendation: None	This course replaces the deactivated WMT 239L, Traditional Furniture Lab. The hours are being changed to match up with the prerequisite, WMT 135. This new course will allow students to perfect and hone skills acquired during WMT 135. In this lab, students will design and construct a Windsor chair different from the one previously built.	September 27, 2018
New Course	Adult Education and Diversity Programs	AED 22.06 – Career Skills Units: 0.0 Hours:4.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class Size: 25	This course is for students who require a training program that is easily accessible and readily available. This course is for students who desire greater self-confidence and wish to improve their interpersonal skills in the workplace. *Impacted Programs: Workforce Preparedness – Certificate of Completion*	October 11, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New Course	Adult Education and Diversity Programs	AED 36.06 – Occupational Training Units: 0.0 Hours:4.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class Size: 25	Occupational Training will enhance students' skills to enter a new job position and/or advance in their current work. *Associated Programs: Workforce Preparedness – Certificate of Completion*	October 11, 2018
New Course	Adult Education and Diversity Programs	AED 90.04 – Introduction to Automotive Tools and Equipment Units: 0.0 Hours:4.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None Class Size: 25	This course is an introduction to basic hand tools, power tools, and equipment used in the automotive industry. This introductory course will provide students with little or no knowledge of the regulations and standards an opportunity to enter this field and build their skills necessary to enter a CTE pathway in the automotive field. *Associated Programs: Automotive Tools and Equipment - Certificate of Completion*	October 11, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New Course	Liberal Arts	ENGL 231 – Literature & Film Units: 3.0 Hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: ENGL 52 or ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher or "Pass" **OR** satisfactory completion of the assessment/placement process with eligibility for ENGL 100. Corequisite: None Recommendation: None Class Size: 35	The addition of this class could boost the opportunity for students to pursue not only English, but also film studies as potential careers. This course would also have a higher probability of filling due to its interdisciplinary focus, thereby enticing students from various majors who are interested in subjects related to literature and film. General Education, Distant Education *Associated Programs: English – Associate in Arts, English – Associate in Arts for Transfer*	October 11, 2018
New Course	Liberal Arts	ENGL 229 – LGBT Literature Units: 3.0 Hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: ENGL 52 or ENGL 72 or ESL 152 or equivalent with a grade of "C" or higher or "Pass" **OR** satisfactory completion of the assessment/placement process with eligibility for ENGL 100. Corequisite: None Recommendation: None Class Size: 35	LGBT Literature serves an often ignored and underrepresented group of students. LGBT Studies is a burgeoning academic field and Cerritos College can be on the forefront of offering classes within this area. This course is part of the newly proposed (forthcoming) LGBT Studies Certificate. In addition, many universities offer some version of this course, and it would transfer to Cal States and UC's. *Associated Programs: English – Associate in Arts, English – Associate in Arts for Transfer*	October 11, 2018
Modification	Technology	WMT 80 – Running a Woodworking Business	Top code Alignment	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	WMT 101 – Introduction to Woodworking	Top code Alignment	September 27, 2018
Modification	Technology	WMT 102L – Casegood Manufacturing Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 103L – Table Manufacturing Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 107 - Wood Finishing	Top code Alignment	September 27, 2018
Modification	Technology	WMT 108 – Wood Carving for Furniture	Top code Alignment	September 27, 2018
Modification	Technology	WMT 111L – Introduction to Woodworking Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 117 – Woodworking Appreciation	Top code Alignment	September 27, 2018
Modification	Technology	WMT 118 – Introduction to Woodturning	Top code Alignment	September 27, 2018
Modification	Technology	WMT 119L – Introduction to Woodturning Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 123 – Decorative Boxes	Top code Alignment	September 27, 2018
Modification	Technology	WMT 212 – Routers and Router Tables	Top code Alignment	September 27, 2018
Modification	Technology	WMT 183 – Sketchup for Woodworkers	Top code Alignment	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	WMT 221 - Advanced Handtools –Handplanes	Top code Alignment	September 27, 2018
Modification	Technology	WMT 228L – Project Completion Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 229L – Comprehensive Woodworking Manufacturing Specialty Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 231 – Outdoor Seating	Top code Alignment	September 27, 2018
Modification	Technology	WMT 232 – Chair Design and Construction	Top code Alignment	September 27, 2018
Modification	Technology	WMT 233 – Morris Chair	Top code Alignment	September 27, 2018
Modification	Technology	WMT 249L – Furniture Manufacturing Specialty Lab	Top code Alignment	September 27, 2018
Modification	Technology	WMT 258 – Mantels and Wall Systems	Top code Alignment	September 27, 2018
Modification	Technology	WMT 269L – Cabinet Manufacturing Specialty Lab	Top code Alignment	September 27, 2018
Modification	Business, Humanities, and Social Sciences	PSYC 210 – Elementary Statistics Units: 4.0 Hours: 3 Lecture/ 3 Laboratory Prerequisite: Math 75 or Math 80 or equivalent with a grade of "C" or higher or "pass" OR satisfactory completion of the assessment/placement process with eligibility for PSYC 210.	It was decided that Math 75 would be an acceptable pre-requisite as an alternative to Math 80.	October 11, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	PSYC 241 – Introduction to Psychobiology Units: 3.0 Hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: PSYC 101 or equivalent with a grade of “C” or higher or “Pass”.	Per Department decision in SP18, removing READ pre-requisites but keeping PSYC 101 pre-requisite	October 11, 2018
Modification	Liberal Arts	ENGL 103 – Critical and Argumentative Writing Units: 3.0 Hours: 3.0 Lecture/0.0 Laboratory Prerequisite: ENGL 100 or equivalent with a grade of "C" or higher or “Pass" or satisfactory completion of the Advanced Placement English Examination of the College Entrance Examination Board.	In reviewing state standards for writing in advanced composition/critical thinking courses, the English department wishes to revise the Writing portion of the Assignments section. Following the state's C-ID descriptor for the course, we are changing the total word count for completed, process-driven essays from 8,000 words (our previous word count) to 6,000 words.	October 11, 2018
Modification	Liberal Arts	ESL 3 - ESL Grammar, Reading, and Writing 3 Units: 5.0 Hours: 5.0 Lecture/ 0.0 Laboratory	To provide a smoother transition and easier access to taking ESL 3 for transitioning non-credit Adult Education ESL students and other new ESL students. Therefore, we are removing the pre-requisite.	October 11, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	ESL 4 - ESL Grammar, Reading, Writing 4 Units: 4.0 Hours: 4.0 Lecture/ 0.0 Laboratory Prerequisite: Completion of ESL 3 with grade a "C" or higher or "Pass" or equivalent or AED 42.17 or equivalent (non-credit Adult Ed. ESL) with a grade of "Pass" **OR** completion of the placement process with eligibility for ESL 4.	Would like to add AED 42.17 (non-credit ESL) or the equivalent as a pre-requisite for ESL 4 (credit ESL) to ease the transition from Adult Education non-credit ESL courses to credit ESL courses. Based on evaluation of end-of-semester student writing in AED 42.17 and discussions with Adult Ed. non-credit ESL faculty, we have decided that if students pass AED 42.17, they should be prepared to take ESL 4.	October 11, 2018
Modification	Liberal Arts	ESL 5 - ESL Grammar, Reading, Writing 5 Units: 4.0 Hours: 4.0 Lecture/ 0.0 Laboratory Prerequisite: Qualifying score on the ESL placement test or self-selection through the placement process for ESL 5 or completion of ESL 4 with a grade of Pass or “C” or higher, or completion of AED 42.18 (non-credit Adult Education ESL) or the equivalent with a grade of Pass.	Would like to add AED 42.18 (non-credit ESL) or the equivalent as a pre-requisite for ESL 5 (credit ESL) to ease the transition from Adult Education non-credit ESL to credit ESL classes. Based on evaluation of end-of-semester student writing in AED 42.18 and discussions with Adult Ed. non-credit ESL faculty, we have decided that if students pass AED 42.18 or the equivalent, they should be prepared to take ESL 5.	October 11, 2018
Modification	Technology	Furniture Making – Associate in Science	Removing WMT 235, WMT 287; adding new courses WMT 135, WMT 135L	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	Furniture Making – Certificate of Achievement	Removing WMT 235, WMT 287; adding new courses WMT 135, WMT 135L	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 50 - Math for Business and Finance	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 62 - Business on the Internet	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 63 - Business on the Internet	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 98 - Directed Studies	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 99 - Directed Studies	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 105 - Personnel-Policy and Procedure	Course will no longer be offered.	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	BA 200 -Principles Of Banking	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	BA 201 - Money and Banking	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT 30 - Fundamentals Of Instruction Multi-Media Production	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT 68 - Using KidPix	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT 101 - Creating Curriculum Projects Using the Internet	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT 102 - Creating Technology-Based Curriculum	Course will no longer be offered.	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	EDT 107 - Desktop Publishing for Educators	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT 108 - Photoshop Elements for Educators	Course will no longer be offered.	September 27, 2018
Inactivation	Business, Humanities, and Social Sciences	EDT138 - Teaching with Clay Animation	Course will no longer be offered.	September 27, 2018
Inactivation	Technology	AB 184 - Computerized Damage Estimating	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018
Inactivation	Technology	AB 185 – Structural Repair Blueprinting	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018
Inactivation	Technology	AB 186 – Structural Damage Analysis	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018
Inactivation	Technology	AB 190 – Diagnostics and Digital Measuring	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Technology	AB 191 – Automotive Welding-Aluminum	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018
Inactivation	Technology	AB 192 – Advanced Materials Repair Techniques	Division has requested all new AB courses submitted in Fall/Spring 2018 to be inactivated. Petitioner has retired and courses will not have an assigned instructor.	September 27, 2018
Inactivation	Counseling	COUN 50 - Orientation/Edu Planning	Course is no longer offered	October 11, 2018

CERRITOS COLLEGE

Meeting Date: **November 14, 2018**

Regular Meeting of the Board of Trustees

Agenda Item No. 5

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Traci Ukita
Guided Pathways
Faculty Coordinator

SUBJECT: Consideration of Approval of Guided Pathways Faculty Stipend

ACTION

It is recommended that the Board of Trustees approve a stipend for $1,000 for Clara Ross-Jones to lead the effort in a plan to collect student voices for Guided Pathways.

FISCAL IMPACT

Funds from the Guided Pathways Grant will be utilized for this expenditure. No general funds will be used.

REPORT SUMMARY

The California Guided Pathways project challenges us to reimagine how we help our students reach their career and academic goals, and aspires to a comprehensive transformation of the community college system, with the aim of improving our students' educational experience, starting with how students enter the college and ending with how we assist with their transitions to the workforce or university. While this is a statewide project, our goal is to design a system that best needs the needs of Cerritos College students.

The development and implementation of Guided Pathways (GP) at Cerritos College should reflect an ongoing effort to collect and integrate student voices and perspectives. Two initial efforts are suggested for the first year, one for Fall 2018 and one for Spring 2019, with additional efforts as the implementation of Guided Pathways is underway. The proposal incorporates the use of mixed, formal, and informal methods or activities such as focus groups, surveys, classroom activities, and interviews with the intention of helping move the college toward intentional, ongoing efforts to engage students, and also obtaining feedback on Guided Pathways efforts. The key research objective is to identify ways in which GP can support students with making informed decisions about major and career selection, and reaching their educational and career goals.

During Fall 2018, feedback will be collected regarding proposed areas of interest and major clusters through deployment of student surveys. During Spring 2018, insight will be gathered regarding what the college can do to better support students in reaching their educational and career goals via focus groups.

The $1,000 faculty stipend will be paid upon completion of the following deliverables:

- Coordination of survey development and distribution (in collaboration with IERP)
- Recruitment, coordination, and facilitation of 5 focus groups of 8-10 students each

- Development of focus group protocol
- Coordination of audio recording transcription
- Analysis of results

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: **November 14, 2018**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director of Educational Partnerships
and Programs

SUBJECT: Consideration of Approval of Learning Community Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling $2,400 for faculty teaching in Learning Communities during the Fall 2018 semester.

FISCAL IMPACT

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

REPORT SUMMARY

Learning communities involve the intentional creation of class pairs or clusters around a common theme, public issue, or question. The same group of students is co-enrolled in two or more courses, usually from different disciplines. Students enroll in both courses and will receive a separate grade for each one. Faculty create relevant integrated assignments that encourage students to gain a deeper understanding of each course and make connections between the courses. Faculty engage students in their own learning, as well as provide them with valuable "real-world" skills. Faculty are eligible for a stipend for creating a Learning Communities integrative assignment, attending a minimum of 10 hours of collaborative meetings, communicating with their Learning Communities teaching team during the semester, and submitting two samples of student work from their Learning Communities interdisciplinary/integrated student assignment.

The following faculty are to receive stipends:

Aguayo, Roberto	$300
Cheatham, Teri	$300
Crum, Anjanette	$300
Mahoney, Michelle	$300
Mulleary, Joe	$300
Pereira, Paula	$300
Sartin, Natalie	$300
Schenk, Lauren	$300
Total:	**$2,400**

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Colleen McKinley
Director or Educational Partnerships
and Programs

SUBJECT: Consideration of Approval of Strong Workforce Regional Project Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling $3,875 for faculty mentoring for the Strong Workforce Program (SWP) Regional Grant Funds Round 2 taking place during the fall 2018 semester.

FISCAL IMPACT

Funds from the Strong Workforce Program Regional Grant will be utilized for these expenditures. No general funds will be used.

REPORT SUMMARY

Cerritos College has received funding in the amount of $150,000 from the California Community College Chancellor's Office to continue development, enhancement, and refinement of the career technical education teacher pathway program with an emphasis on mathematics and science preparation. The funds from the Strong Workforce Program Regional Grant are designated to develop teacher pathways and curriculum, establish student development activities, provide individualized counseling services, develop program marketing and recruitment materials/activities, develop support structures and partnerships, and provide staff development opportunities for faculty.

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

Teacher TRAC Professional Development Faculty Inquiry Group (FIG) Stipend for $375:

- Faculty will collaborate with the other members of the Faculty Inquiry Group (FIG), to more deeply explore methodologies used to implement and convey the common core standards to both students and future teachers.
- Faculty will collaborate with the other members of the Faculty Inquiry Group (FIG), to help evaluate and strengthen a common core Teacher TRAC assignment.
- Faculty will explore the Common Core State Standards, Next Generation Science Standards (NGSS), and California Standards for the Teaching Profession.
- Faculty will attend Faculty Inquiry Group (FIG) meetings on September 25, October 9, October 30, November 13 and November 27.

Teacher TRAC Career Technical Education Faculty Mentors Stipend for $500:

- Mentor teaching interns during the length of a semester in the areas of teaching strategies, methodologies, and contextualization.
- Meet with students every other week to mentor, reflect on their classroom experience, and assign tasks for the upcoming week.

The following participants are to receive stipends:

Allen, Albert	$500
Bilsley, Nicole	$375
DeKraker, Dan	$375
Foral, Jason	$500
Lambert, Janet M.	$375
McIlroy, Lee Anne	$375
Perkins, Dave	$500
Pullman, Stephanie	$375
Tait, Mark	$500
Total:	**$3,875**

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: **November 14, 2018**

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 01, Demo/Grading/Paving

ACTION

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

1. Reject bid submitted by Elite Earthworks and Engineering of Corona, California as non-responsive to the bid and contract documents for failure to comply with all mandatory requirements as detailed in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 01, Demo/Grading/Paving to Southern California Grading, Inc. of Irvine, California, as the lowest responsive, responsible bidder in the amount of $2,805,000 which equals the Total Base Bid Amount plus Alternates No. 1 and 2.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternates No. 1 and 2 is $2,805,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical

audio-visual systems throughout the building. This particular bid category scope of work pertains to the Demo/Grading/Paving portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 01 (Demo/Grading/Paving), a Class A, Class C-12, or Class C-21 license was required. The construction cost estimate for the work was approximately $3,300,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received. The bid submitted by Elite Earthworks and Engineering of Corona, California was determined to be non-responsive to the bid and contract documents because they listed a non-prequalified paving subcontractor in their bid.

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 01, Southern California Grading, Inc.
Designated Subcontractors Summary – Southern California Grading, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 01 – Southern California Grading, Inc.

Cerritos Community College District

Bid No. 17P012, Category 01 (Demo/Grading/Paving)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	*Elite Earthworks & Engineering** *Corona, CA*	Southern California Grading, Inc. Irvine, CA	Crew, Inc. Rancho Dominguez, CA
Base Bid Amount	*$ 2,098,061.62*	$ 2,450,000.00	$ 3,476,561.00
Allowance Amount	*$ 100,000.00*	$ 100,000.00	$ 100,000.00
TOTAL BASE BID AMOUNT	***$ 2,198,061.62***	**$ 2,550,000.00**	**$ 3,576,561.00**
DELTA FROM LOWEST BID		$ 351,938.38	$ 1,378,499.38
Bid Alternates			
Alternate No. 1	*$ 370,055.73*	$ 245,000.00	$ 481,482.00
Alternate No. 2	*$ 21,752.65*	$ 10,000.00	$ 25,000.00
TOTAL BASE BID AMOUNT PLUS ALTERNATES	***$ 2,589,870.00***	**$ 2,805,000.00**	**$ 4,083,043.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		$ 215,130.00	$ 1,493,173.00

***Bid was determined to be Non-Responsive**

Cerritos Community College District
Bid No. 17P012 - Category 01 (Demo/Grading/Paving)
Project: Performing Arts Center
Designated Subcontractors Summary

Southern California Grading, Inc.
Irvine, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Moretrench American Corp.	1101 California Ave.	Corona	CA	92881	Temp Dewatering System	$ 108,900.00
Pure Effect, Inc.	601 W. Valencia Dr.	Fullerton	CA	92832	Temp Water Treatment	$ 133,845.00
Condon-Johnson & Associates, Inc.	3125 Guasti Rd.	Ontario	CA	91761	Temp Shoring	$ 433,560.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-01

BID CATEGORY: 01 - Demo / Grading / Paving

DOLLAR VALUE: $2,805,000.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: Southern California Grading, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Southern California Grading, Inc.

Address: 16291 Construction Circle East, Suite A, Irvine, CA 92606

Phone: 949-551-6655

Fax: 949-551-4237

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018**, by and between the **Cerritos Community College District** ("District") and **Southern California Grading, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 01, Demo / Grading / Paving

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

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

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Two Million Eight Hundred Five Thousand and 00/100 Dollars

($ 2,805,000.00),

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

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

DRAFT

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 02, Structural and Site Concrete

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 02, Structural and Site Concrete to McGuire Contracting, Inc. of Fontana, California, as the lowest responsive, responsible bidder in the amount of $12,172,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $12,172,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Structural and Site Concrete portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 02 (Structural and Site Concrete), a Class C-8 license was required. The construction cost estimate for the work was approximately $8,400,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 02, McGuire Contracting, Inc.
Designated Subcontractors Summary – McGuire Contracting, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 02 – McGuire Contracting, Inc.

Cerritos Community College District

Bid No. 17P012, Category 02 (Structural and Site Concrete)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	McGuire Contracting, Inc. Fontana, CA	K.A.R. Construction, Inc. Ontario, CA
Base Bid Amount	$ 11,972,000.00	$ 12,187,000.00
Allowance Amount	$ 200,000.00	$ 200,000.00
TOTAL BASE BID AMOUNT	**$ 12,172,000.00**	**$ 12,387,000.00**
DELTA FROM LOWEST BID		$ 215,000.00

Cerritos Community College District

Bid No. 17P012 - Category 02 (Structural and Site Concrete)

Project: Performing Arts Center

Designated Subcontractors Summary

McGuire Contracting, Inc.
Fontana, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Saddle Corp. dba Saddleback Waterproofing	23531 Ridge Route, Suite C	Laguna Hills	CA	92653	Waterproofing	$ 453,740.00
Surfacing Solutions, Inc.	27637 Commerce Center Dr.	Temecula	CA	92590	Concrete Sealers/Polishing	$ 108,332.00
Rebar Engineering, Inc.	10706 Painter Ave.	Santa Fe Springs	CA	90670	Concrete Reinforcing	$ 2,000,000.00
Malcolm Drilling Co., Inc.	4926 Azusa Canyon Rd.	Irwindale	CA	91706	Cast In Place Piles	$ 2,700,500.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-02

BID CATEGORY: 02 - Structural and Site Concrete

DOLLAR VALUE: $12,172,000.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: McGuire Contracting, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

McGuire Contracting, Inc.

Address: 16579 Slover Avenue, Fontana, CA 92337

Phone: 909-357-1200

Fax: 909-357-1220

DRAFT

AGREEMENT FORM

This Agreement is made4 and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **McGuire Contracting, 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: **17P012, Performing Arts Center**
   Category 02, Structural and Site Concrete

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Twelve Million One Hundred Seventy-Two Thousand and 00/100 Dollars

($ 12,172,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
MCGUIRE CONTRACTING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Treasurer	Title: Vice President Business Services
Print Name: Kathie Rice	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 03, Masonry

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 03, Masonry to Kretschmar & Smith, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $655,450 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $655,450. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Masonry portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 03 (Masonry), a Class C-29 license was required. The construction cost estimate for the work was approximately $780,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Six (6) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 03, Kretschmar & Smith, Inc.
Designated Subcontractors Summary – Kretschmar & Smith,Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 03 – Kretschmar & Smith, Inc.

Cerritos Community College District
Bid No. 17P012, Category 03 (Masonry)
Project: Performing Arts Center
Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Kretschmar & Smith, Inc. Riverside, CA	Cornerstone Masonry Services, Inc. Sun Valley, CA	Masonry Concepts, Inc. Santa Fe Springs, CA	GBC Concrete & Masonry Construction, Inc. Lake Elsinore, CA	Winegardner Masonry, Inc. Yucaipa, CA	NuWay, Inc. Riverside, CA
Base Bid Amount	$ 615,450.00	$ 761,111.00	$ 844,370.00	$ 844,830.00	$ 974,708.00	$ 998,000.00
Allowance Amount	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
TOTAL BASE BID AMOUNT	**$ 655,450.00**	**$ 801,111.00**	**$ 884,370.00**	**$ 884,830.00**	**$ 1,014,708.00**	**$ 1,038,000.00**
DELTA FROM LOWEST BID		$ 145,661.00	$ 228,920.00	$ 229,380.00	$ 359,258.00	$ 382,550.00

Cerritos Community College District
Bid No. 17P012 - Category 03 (Masonry)
Project: Performing Arts Center
Designated Subcontractors Summary

Kretschmar & Smith, Inc.
Riverside, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-03

BID CATEGORY: 03 - Masonry

DOLLAR VALUE: $655,450.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Kretschmar & Smith, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Kretschmar & Smith, Inc.

Address: 6293 Pedley Road, Riverside, CA 92509

Phone: 951-361-1405

Fax: 951-361-1599

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Kretschmar & Smith, 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: **17P012, Performing Arts Center**
   Category 03, Masonry

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-29 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

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

($ 655,450.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
KRETSCHMAR & SMITH, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Andrew Kretschmar	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 04, Steel

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 04, Steel to T & M Manufacturing, Inc. of Tremonton, Utah, as the lowest responsive, responsible bidder in the amount of $9,386,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $9,386,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Steel portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 04 (Steel), a Class C-51 license was required. The construction cost estimate for the work was approximately $9,700,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four (4) contractors submitted a bid for this category of the multi-prime bid.

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

Upon completion of Cerritos College's due diligence review, T & M Manufacturing, Inc. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 04, T & M Manufacturing, Inc.
Designated Subcontractors Summary – T & M Manufacturing, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 04 – T & M Manufacturing, Inc.

Cerritos Community College District

Bid No. 17P012, Category 04 (Steel)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	T & M Manufacturing, Inc. Tremonton, UT	KCB Towers, Inc. Highland, CA	Junior Steel Co. Gardena, CA	Anderson Charnesky Structural Steel, Inc. Beaumont, CA
Base Bid Amount	$ 9,286,000.00	$ 11,859,840.00	$ 12,138,300.00	$ 13,919,000.00
Allowance Amount	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID AMOUNT	**$ 9,386,000.00**	**$ 11,959,840.00**	**$ 12,238,300.00**	**$ 14,019,000.00**
DELTA FROM LOWEST BID		$ 2,573,840.00	$ 2,852,300.00	$ 4,633,000.00

Cerritos Community College District
Bid No. 17P012 - Category 04 (Steel)
Project: Performing Arts Center
Designated Subcontractors Summary

T & M Manufacturing, Inc.
Tremonton, UT

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Anning-Johnson Company	13250 E. Temple Ave.	City of Industry	CA	91746	Metal Decking	$ 754,000.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-04

BID CATEGORY: 04 - Steel

DOLLAR VALUE: $9,386,000.00

LIQUIDATED DAMAGES: $10,000 per day

CONTRACTOR: T&M Manufacturing, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

T&M Manufacturing, Inc.

Address: 1110 No. 1000 West, Tremonton, Utah 84337

Phone: 435-257-1400

Fax: 435-257-0714

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **T&M Manufacturing, 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: **17P012, Performing Arts Center**
Category 04, Steel

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

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

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

4. Time for Completion: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-51 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Nine Million Three Hundred Eighty-Six Thousand and 00/100 Dollars

($ 9,386,000.00),

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

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

CONTRACTOR	**DISTRICT**
T&M MANUFACTURING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Travis Scott	Print Name: Felipe R. Lopez

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 05, Casework and Finish Carpentry

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 05, Casework and Finish Carpentry to K & Z Cabinet Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $547,620 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $547,620. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Casework and Finish Carpentry portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 05 (Casework and Finish Carpentry), a Class C-6 license was required. The construction cost estimate for the work was approximately $190,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 05, K & Z Cabinet Co., Inc.
Designated Subcontractors Summary – K & Z Cabinet Co., Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 05 – K & Z Cabinet Co., Inc.

Cerritos Community College District

Bid No. 17P012, Category 05 (Casework and Finish Carpentry)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	K & Z Cabinet Co., Inc. Ontario, CA	Stolo Cabinets, Inc. Brea, CA
Base Bid Amount	$ 497,620.00	$ 700,500.00
Allowance Amount	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 547,620.00**	**$ 750,500.00**
DELTA FROM LOWEST BID		$ 202,880.00

Cerritos Community College District
Bid No. 17P012 - Category 05 (Casework and Finish Carpentry)
Project: Performing Arts Center
Designated Subcontractors Summary

K & Z Cabinet Co., Inc.
Ontario, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
GW Surfaces	2432 Palma Drive	Ventura	CA	93003	Solid Surface Tops	$ 14,212.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-05

BID CATEGORY: 05 - Casework and Finish Carpentry

DOLLAR VALUE: $547,620.00

LIQUIDATED DAMAGES: $3,500 PER DAY

CONTRACTOR: K&Z Cabinet Co., Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

K & Z Cabinet Co., Inc.

Address: 1450 So. Grove Avenue, Ontario, CA 91761

Phone: 909-947-3567

Fax: 909-947-3264

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **K & Z Cabinet Co., Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **17P012, Performing Arts Center**
Category 05, Casework and Finish Carpentry

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

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

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

4. Time for Completion: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-6 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Five Hundred Forty-Seven Thousand Six Hundred Twenty and 00/100 Dollars

($ 547,620.00),

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

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

DRAFT

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 06, Sheet Metal/Expansion Joints

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 06, Sheet Metal/Expansion Joints to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,770,750 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,770,750. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Sheet Metal/Expansion Joints portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 06 (Sheet Metal/Expansion Joints), a Class C-43 license was required. The construction cost estimate for the work was approximately $630,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 06, Best Contracting Services, Inc.
Designated Subcontractors Summary – Best Contracting Services, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 06 – Best Contracting Services, Inc.

Cerritos Community College District

Bid No. 17P012, Category 06 (Sheet Metal/Expansion Joints)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Best Contracting Services, Inc. Gardena, CA	Danny Letner, Inc. dba Letner Roofing Co. Orange, CA
Base Bid Amount	$ 1,720,750.00	$ 1,900,000.00
Allowance Amount	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 1,770,750.00**	**$ 1,950,000.00**
DELTA FROM LOWEST BID		$ 179,250.00

Cerritos Community College District
Bid No. 17P012 - Category 06 (Sheet Metal/Expansion Joints)
Project: Performing Arts Center
Designated Subcontractors Summary

Best Contracting Services, Inc.
Gardena, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
West Coast Firestopping, Inc.	1130 W. Trenton Ave.	Orange	CA	92867	Expansion Joints	$ 41,967.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-06

BID CATEGORY: 06 - Sheet Metal / Expansion Joints

DOLLAR VALUE: $1,770,750.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Best Contracting Services, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Best Contracting Services, Inc.

Address: 19027 So. Hamilton Avenue, Gardena, CA 90248

Phone: 310-328-6969

Fax: 310-328-9176

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Best Contracting Services, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 06, Sheet Metal / Expansion Joints

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-43 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

One Million Seven Hundred Seventy Thousand Seven Hundred Fifty and 00/100 Dollars

($ 1,770,750.00),

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

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

DRAFT

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 07, Metal Wall Panels/Composite Wall Panels/Rain Screen

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 07, Metal Wall Panels/Composite Wall Panels/Rain Screen to Best Contracting Services, Inc. of Gardena, California, as the lowest responsive, responsible bidder in the amount of $1,872,450 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,872,450. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Metal Wall Panels/Composite Wall Panels/Rain Screen portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 07 (Metal Wall Panels/Composite Wall Panels/Rain Screen, a Class C-43 license was required. The construction cost estimate for the work was approximately $1,900,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 07, Best Contracting Services, Inc.
Designated Subcontractors Summary – Best Contracting Services, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 07 – Best Contracting Services, Inc.

Cerritos Community College District

Bid No. 17P012, Category 07 (Metal Wall Panels/Composite Wall Panels/Rain Screen)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Best Contracting Services, Inc.* Gardena, CA	**Danny Letner, Inc. dba Letner Roofing Co. Orange, CA**
Base Bid Amount	*$ 1,922,450.00*	$ 2,180,000.00
Allowance Amount	*$ 50,000.00*	$ 50,000.00
TOTAL BASE BID AMOUNT	***$ 1,872,450.00***	**$ 2,230,000.00**
DELTA FROM LOWEST BID		$ 357,550.00

*Minor bid irregularity waived pursuant to Bid and Contract Documents. Contractor deducted allowance from base bid amount, instead of adding. Contractor has provided letter acknowledging the error and will honor the total base bid as indicated on their Bid Proposal, and has been acknowledged by contractor's surety as approved.

Cerritos Community College District
Bid No. 17P012 - Category 07 (Metal Wall Panels/Composite Wall Panels/Rain Screen)
Project: Performing Arts Center
Designated Subcontractors Summary

Best Contracting Services, Inc.
Gardena, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-07

BID CATEGORY: 07 - Metal Wall Panels/Composite Wall Panels

DOLLAR VALUE: $1,872,450.00

LIQUIDATED DAMAGES: $3,500 PER DAY

CONTRACTOR: Best Contracting Services, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Best Contracting Services, Inc.

Address: 19027 So. Hamilton Avenue, Gardena, CA 90248

Phone: 310-328-6969

Fax: 310-328-9176

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Best Contracting Services, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 07, Metal Wall Panels / Composite Wall Panels

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-43 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

One Million Eight Hundred Seventy-Two Thousand Four Hundred Fifty and 00/100 Dollars

($ 1,872,450.00),

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

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

DRAFT

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 08, Roofing

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 08, Roofing to Commercial Roofing Systems, Inc. of Arcadia, California, as the lowest responsive, responsible bidder in the amount of $1,694,921 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,694,921. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Roofing portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 08 (Roofing), a Class C-39 license was required. The construction cost estimate for the work was approximately $1,080,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Five (5) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 08, Commercial Roofing Systems, Inc.
Designated Subcontractors Summary – Commercial Roofing Systems, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 08 – Commercial Roofing Systems, Inc.

Cerritos Community College District

Bid No. 17P012, Category 08 (Roofing)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Commercial Roofing Systems, Inc. Arcadia, CA	Tecta America Southern California, Inc. Santa Ana, CA	Best Contracting Services, Inc. Gardena, CA	Stone Roofing Co., Inc. Azusa, CA	Danny Letner, Inc. dba Letner Roofing Co. Orange, CA
Base Bid Amount	$ 1,644,921.00	$ 1,822,500.00	$ 2,087,495.00	$ 2,144,800.00	$ 2,425,000.00
Allowance Amount	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 1,694,921.00**	**$ 1,872,500.00**	**$ 2,137,495.00**	**$ 2,194,800.00**	**$ 2,475,000.00**
DELTA FROM LOWEST BID		$ 177,579.00	$ 442,574.00	$ 499,879.00	$ 780,079.00

Cerritos Community College District
Bid No. 17P012 - Category 08 (Roofing)
Project: Performing Arts Center
Designated Subcontractors Summary

Commercial Roofing Systems, Inc.
Arcadia, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Cell-Crete Corp.	135 East Railroad Ave.	Monrovia	CA	91016	Lightweight Concrete	$ 533,300.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-08

BID CATEGORY: 08 - Roofing

DOLLAR VALUE: $1,694,921.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Commercial Roofing Systems, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Commercial Roofing Systems, Inc.

Address: 11735 Goldring Road, Arcadia, CA 91006

Phone: 626-359-5354

Fax: 626-359-2654

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Commercial Roofing Systems, 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: **17P012, Performing Arts Center**
   Category 08, Roofing

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-39 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

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

($ 1,694,921.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
COMMERCIAL ROOFING SYSTEMS, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Glenn Hiller	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 09, Doors/Frames/Hardware

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 09, Doors/Frames/Hardware to Montgomery Hardware Co. of Rancho Cucamonga, California, as the lowest responsive, responsible bidder in the amount of $621,625 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $621,625. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Doors/Frames/Hardware portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 09 (Doors/Frames/Hardware), a Class C-28, or Class C-61 (D-16, D-24, or D-28) license was required. The construction cost estimate for the work was approximately $620,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 09, Montgomery Hardware Co.
Designated Subcontractors Summary – Montgomery Hardware Co.
Draft Contract Agreement for Bid No. 17P012 – Category 09 – Montgomery Hardware Co.

Cerritos Community College District

Bid No. 17P012, Category 09 (Doors/Frames/Hardware)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Montgomery Hardware Co. Rancho Cucamonga, CA	Construction Hardware Co. Pomona, CA	Whitehead Construction, Inc. Riverside, CA
Base Bid Amount	$ 561,625.00	$ 695,000.00	$ 733,000.00
Allowance Amount	$ 60,000.00	$ 60,000.00	$ 60,000.00
TOTAL BASE BID AMOUNT	**$ 621,625.00**	**$ 755,000.00**	**$ 793,000.00**
DELTA FROM LOWEST BID		$ 133,375.00	$ 171,375.00

Cerritos Community College District
Bid No. 17P012 - Category 09 (Doors/Frames/Hardware)
Project: Performing Arts Center
Designated Subcontractors Summary

Montgomery Hardware Co.
Rancho Cucamonga, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
South Coast Specialty Construction	5632 Chalon Rd.	Yorba Linda	CA	92886	Installation	$ 100,600.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-09

BID CATEGORY: 09 - Doors, Frames and Hardware

DOLLAR VALUE: $621,625.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Montgomery Hardware Co.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Montgomery Hardware Co.

Address: 8777 Lanyard Ct., Rancho Cucamonga, CA 91730

Phone: 909-204-4000

Fax: 909-204-4001

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Montgomery Hardware Co.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 09, Doors, Frames and Hardware

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-61 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Six Hundred Twenty-One Thousand Six Hundred Twenty-Five and 00/100 Dollars

($ 621,625.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
COMMERCIAL ROOFING SYSTEMS, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: CEO	Title: Vice President Business Services
Print Name: Stephen F. Montgomery	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 10, Storefront/Curtain Wall/Glass and Glazing

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 10, Storefront/Curtain Wall/Glass and Glazing to M-Tech Glass, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $2,232,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,232,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Storefront/Curtain Wall/Glass and Glazing portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 10 (Storefront/Curtain Wall/Glass and Glazing), a Class C-17 license was required. The construction cost estimate for the work was approximately $1,750,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 10, M-Tech Glass, Inc.
Designated Subcontractors Summary – M-Tech Glass, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 10 – M-Tech Glass, Inc.

Cerritos Community College District

Bid No. 17P012, Category 10 (Storefront/Curtain Wall/Glass and Glazing)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	M-Tech Glass, Inc. Riverside, CA	Giroux Glass Los Angeles, CA	Best Contracting Services, Inc. Gardena, CA
Base Bid Amount	$ 2,182,000.00	$ 2,539,798.00	$ 2,854,690.00
Allowance Amount	$ 50,000.00	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 2,232,000.00**	**$ 2,589,798.00**	**$ 2,904,690.00**
DELTA FROM LOWEST BID		$ 357,798.00	$ 672,690.00

Cerritos Community College District
Bid No. 17P012 - Category 10 (Storefront/Curtain Wall/Glass and Glazing)
Project: Performing Arts Center
Designated Subcontractors Summary

M-Tech Glass, Inc.
Riverside, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
SCM Construction	160 W. Foothill Pkwy., Suite 105 #212	Corona	CA	92882	Metal-Framed Skylights	$ 32,731.96
Hingewerks Commercial Doors, Inc.	1945 Commonwealth Ave., Suite K	Fullerton	CA	92833	Automatic Door Operators	$ 17,765.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-10

BID CATEGORY: 10 - Storefront / Curtain Wall / Glass & Glazing

DOLLAR VALUE: $2,232,000.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: M-Tech Glass, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

M-Tech Glass, Inc.

Address: 231 E. Alessandro Blvd., Riverside, CA 92508

Phone: 951-697-4445

Fax: N/A

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **M-Tech Glass, 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: **17P012, Performing Arts Center**
Category 10, Storefront / Curtain Wall / Glass & Glazing

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

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

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

4. Time for Completion: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-17 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

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

($ 2,232,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
M-TECH GLASS, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Jeffery Mitchell	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 11, Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant

ACTION

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

1. Reject bid submitted by Sierra Lathing Co., Inc. of Rialto, California as non-responsive to the bid and contract documents for failure to comply with all mandatory requirements as detailed in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 11, Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant to Caston, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $10,058,585 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $10,058,585. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical

audio-visual systems throughout the building. This particular bid category scope of work pertains to the Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 11 (Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant), a Class C-9, or Class C-35 license was required. The construction cost estimate for the work was approximately $7,450,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received. The bid submitted by Sierra Lathing Co., Inc. of Rialto, California was determined to be non-responsive to the bid and contract documents because they listed a non-prequalified plaster subcontractor in their bid.

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 11, Caston, Inc.
Designated Subcontractors Summary – Caston, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 11 – Caston, Inc.

Cerritos Community College District

Bid No. 17P012, Category 11 (Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	*Sierra Lathing Co., Inc.** *Rialto, CA*	Caston, Inc. San Bernardino, CA	Brady Company/Los Angeles, Inc. Anaheim, CA
Base Bid Amount	*$ 8,785,405.00*	$ 9,808,585.00	$ 12,037,902.00
Allowance Amount	*$ 250,000.00*	$ 250,000.00	$ 250,000.00
TOTAL BASE BID AMOUNT	***$ 9,035,405.00***	**$ 10,058,585.00**	**$ 12,287,902.00**
DELTA FROM LOWEST BID		$ 1,023,180.00	$ 3,252,497.00

***Bid was determined to be Non-Responsive**

Cerritos Community College District
Bid No. 17P012 - Category 11 (Metal Stud Framing/Drywall/Plaster/Insulation/Acoustical Sealant)
Project: Performing Arts Center
Designated Subcontractors Summary

Caston, Inc.
San Bernardino, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Alert Insulation Co.	15913 Old Valley Blvd.	La Puente	CA	91744	Insulation	$ 500,000.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-11

BID CATEGORY: 11 - Metal Stud Framing / Drywall / Plaster / Insulation / Acoustical Sealant

DOLLAR VALUE: $10,058,585.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: Caston, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Caston, Inc.

Address: 354 South Allen Street, San Bernardino, CA 92408

Phone: 909-381-1619

Fax: 909-889-0726

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Caston, 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: **17P012, Performing Arts Center**
   Category 11, Metal Stud Framing / Drywall / Plaster / Insulation / Acoustical Sealant

   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 (1,165) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

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

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Ten Million Fifty-Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars

($ 10,058,585.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
CASTON, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President Business Services
Print Name: Greg Malachowski	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 12, Flooring

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 12, Flooring to Floor Tech America, Inc. of Pomona, California, as the lowest responsive, responsible bidder in the amount of $369,035 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $369,035. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Flooring portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 12 (Flooring), a Class C-15 license was required. The construction cost estimate for the work was approximately $280,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 12, Floor Tech America, Inc.
Designated Subcontractors Summary – Floor Tech America, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 12 – Floor Tech America, Inc.

Cerritos Community College District

Bid No. 17P012, Category 12 (Flooring)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Floor Tech America, Inc. Pomona, CA	Progressive Surface Solutions, LLC Tustin, CA
Base Bid Amount	$ 329,035.00	$ 545,000.00
Allowance Amount	$ 40,000.00	$ 40,000.00
TOTAL BASE BID AMOUNT	**$ 369,035.00**	**$ 585,000.00**
DELTA FROM LOWEST BID		$ 215,965.00

Cerritos Community College District
Bid No. 17P012 - Category 12 (Flooring)
Project: Performing Arts Center
Designated Subcontractors Summary

Floor Tech America
Pomona, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-12

BID CATEGORY: 12 - Flooring

DOLLAR VALUE: $369,035.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Floor Tech America, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Floor Tech America, Inc.

Address: 125 Mercury Circle, Pomona, CA 91768

Phone: 909-598-6328

Fax: 909-598-6125

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Floor Tech America, 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: **17P012, Performing Arts Center**
   Category 12, Flooring

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Three Hundred Sixty-Nine Thousand Thirty-Five and 00/100 Dollars

($ 369,035.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
FLOOR TECH AMERICA, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President Business Services
Print Name: Karrie Roarick	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 13, Terrazzo Flooring

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 13, Terrazzo Flooring to Top End Constructors, Inc. dba Top End Terrazzo of Sun Valley, California, as the lowest responsive, responsible bidder in the amount of $222,800 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $222,800. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Terrazzo Flooring portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 13 (Terrazzo Flooring), a Class C-15 or C-54 license was required. The construction cost estimate for the work was approximately $270,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 13, Top End Constructors, Inc. dba Top End Terrazzo
Designated Subcontractors Summary – Top End Constructors, Inc. dba Top End Terrazzo
Draft Contract Agreement for Bid No. 17P012 – Category 13 – Top End Constructors, Inc. dba Top End Terrazzo

Cerritos Community College District

Bid No. 17P012, Category 13 (Terrazzo Flooring)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Top End Constructors, Inc. dba Top End Terrazzo Sun Valley, CA	Cisneros Terrazzo Downey, CA
Base Bid Amount	$ 182,800.00	$ 260,980.00
Allowance Amount	$ 40,000.00	$ 40,000.00
TOTAL BASE BID AMOUNT	**$ 222,800.00**	**$ 300,980.00**
DELTA FROM LOWEST BID		$ 78,180.00

Cerritos Community College District
Bid No. 17P012 - Category 13 (Terrazzo Flooring)
Project: Performing Arts Center
Designated Subcontractors Summary

Top End Constructors, Inc. dba Top End Terrazzo
Sun Valley, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-13

BID CATEGORY: 13 - Terrazzo Flooring

DOLLAR VALUE: $222,800.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Top End Constructors, Inc. dba Top End Terrazzo

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Top End Constructors, Inc. dba Top End Terrazzo

Address: 10755 Sherman Way Unit 7, Sun Valley, CA 91352

Phone: 818-503-1282

Fax: 818-503-1283

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Top End Constructors, Inc. dba Top End Terrazzo** ("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: **17P012, Performing Arts Center**
   Category 13, Terrazzo Flooring

   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 (1,165) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

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

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-15 Contractor's license(s) issued by the State of

California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Two Hundred Twenty-Two Thousand Eight Hundred and 00/100 Dollars

($ 222,800.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
TOP END CONSTRUCTORS, INC. DBA TOP END TERRAZZO	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President Business Services
Print Name: Richard Orlando	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 14, Wood Flooring

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 14, Wood Flooring to Geary Floors, Inc. of El Cajon, California, as the lowest responsive, responsible bidder in the amount of $415,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $415,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Wood Flooring portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 14 (Wood Flooring), a Class C-15 license was required. The construction cost estimate for the work was approximately $390,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 14, Geary Floors, Inc.
Designated Subcontractors Summary – Geary Floors, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 14 – Geary Floors, Inc.

Cerritos Community College District

Bid No. 17P012, Category 14 (Wood Flooring)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Geary Floors, Inc. El Cajon, CA	Hur Flooring Co. Van Nuys, CA
Base Bid Amount	$ 395,000.00	$ 451,740.00
Allowance Amount	$ 20,000.00	$ 20,000.00
TOTAL BASE BID AMOUNT	**$ 415,000.00**	**$ 471,740.00**
DELTA FROM LOWEST BID		$ 56,740.00

Cerritos Community College District
Bid No. 17P012 - Category 14 (Wood Flooring)
Project: Performing Arts Center
Designated Subcontractors Summary

Geary Floors, Inc.
El Cajon, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-14

BID CATEGORY: 14 - Wood Flooring

DOLLAR VALUE: $415,000.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Geary Floors Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Geary Floors, Inc.

Address: 1489 North Cuyamaca Street, El Cajon, CA 92020

Phone: 619-596-1537

Fax: 619-596-2271

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Geary Floors 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: **17P012, Performing Arts Center**
   Category 14, Wood Flooring

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Four Hundred Fifteen Thousand and 00/100 Dollars

($ 415,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
GEARY FLOORS INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President Business Services
Print Name: Matt Allen	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 15, Tile

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 15, Tile to Inland Pacific Tile, Inc. of San Bernardino, California, as the lowest responsive, responsible bidder in the amount of $314,595 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $314,595. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Tile portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 15 (Tile), a Class C-54 license was required. The construction cost estimate for the work was approximately $330,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 15, Inland Pacific Tile, Inc.
Designated Subcontractors Summary – Inland Pacific Tile, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 15 – Inland Pacific Tile, Inc.

Cerritos Community College District

Bid No. 17P012, Category 15 (Tile)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Inland Pacific Tile, Inc. San Bernardino, CA	Continental Marble & Tile Co. Corona, CA	Premier Tile & Marble Gardena, CA
Base Bid Amount	$ 294,595.00	$ 308,711.00	$ 319,178.00
Allowance Amount	$ 20,000.00	$ 20,000.00	$ 20,000.00
TOTAL BASE BID AMOUNT	**$ 314,595.00**	**$ 328,711.00**	**$ 339,178.00**
DELTA FROM LOWEST BID		$ 14,116.00	$ 24,583.00

Cerritos Community College District
Bid No. 17P012 - Category 15 (Tile)
Project: Performing Arts Center
Designated Subcontractors Summary

Inland Pacific Tile, Inc.
San Bernardino, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-15

BID CATEGORY: 15 - Tile

DOLLAR VALUE: $314,595.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Inland Pacific Tile, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Inland Pacific Tile, Inc.

Address: 1817 Commercenter West, San Bernardino, CA 92408

Phone: 909-890-4526

Fax: 909-890-4676

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Inland Pacific Tile, 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: **17P012, Performing Arts Center**
   Category 15, Tile

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-54 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Three Hundred Fourteen Thousand Five Hundred Ninety-Five and 00/100 Dollars

($ 314,595.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
INLAND PACIFIC TILE, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Richard Jacobs	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 16, Acoustical Treatments

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 16, Acoustical Treatments to Elljay Acoustics, Inc. of Placentia, California, as the lowest responsive, responsible bidder in the amount of $2,776,470 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,776,470. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Acoustical Treatments portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 16 (Acoustical Treatments), a Class C-2 license was required. The construction cost estimate for the work was approximately $1,500,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 16, Elljay Acoustics, Inc.
Designated Subcontractors Summary – Elljay Acoustics, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 16 – Elljay Acoustics, Inc.

Cerritos Community College District

Bid No. 17P012, Category 16 (Acoustical Treatments)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Elljay Acoustics, Inc. Placentia, CA	Southcoast Acoustical Interiors, Inc. Fontana, CA
Base Bid Amount	$ 2,726,470.00	$ 3,389,165.00
Allowance Amount	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 2,776,470.00**	**$ 3,439,165.00**
DELTA FROM LOWEST BID		$ 662,695.00

Cerritos Community College District
Bid No. 17P012 - Category 16 (Acoustical Treatments)
Project: Performing Arts Center
Designated Subcontractors Summary

Elljay Acoustics, Inc.
Placentia, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-16

BID CATEGORY: 16 - Acoustical Treatments

DOLLAR VALUE: $2,776,470.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Elljay Acoustics, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Elljay Acoustics, Inc.

Address: 511 Cameron Street, Placentia, CA 92870

Phone: 714-961-1173

Fax: 714-961-1586

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Elljay Acoustics, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 16, Acoustical Treatments

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-2 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

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

($ 2,776,470.00),

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

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

DRAFT

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 17, Painting

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to rebid Category 17 per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

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

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Painting portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 17 (Painting), a Class C-33 license was required. The construction cost estimate for the work was approximately $550,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Zero (0) contractors submitted a bid for this category of the multi-prime bid.

Upon completion of Cerritos College's due diligence review, due to the lack of bids received for the project, Staff recommends that this bid category for the project be re-bid at a later date. Rebidding of this portion of the project work will not have an adverse impact on the bond program.

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

ATTACHMENT(S)
None

Cerritos Community College District

Bid No. 17P012, Category 17 (Painting)

NO BIDS RECEIVED

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Contractor Name City, State	Contractor Name City, State	Contractor Name City, State
Base Bid Amount			
Allowance Amount			
TOTAL BASE BID AMOUNT	$ -	$ -	$ -
DELTA FROM LOWEST BID		$ -	$ -

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 18, General Package

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 18 pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

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

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the General Package portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 18 (General Package), a Class B license was required. The construction cost estimate for the work was approximately $1,520,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Two (2) contractors submitted a bid for this category of the multi-prime bid.

Upon completion of Cerritos College's due diligence review of the bids received, it was determined that the apparent low bidder, Patriot Contracting & Engineering, did not provide the completed designated subcontractor list within twenty-four hours as required by Public Contract Code section 4104, and therefore renders their bid as non-responsive. Subsequent to submission of the bid, Patriot Contracting & Engineering also discovered a clerical error in their bid proposal and requested to withdraw their bid. It has been determined that the contractor would have had grounds for withdrawal of their bid. Upon thorough review of the next lowest bidder based upon the above information, it was determined that it is in the District's best interest to conduct value engineering for this category and re-bid in the future. Therefore, for the reasons stated above, Staff recommends that all bids received for this project be rejected pursuant to the bid and contract documents with the intent to re-bid this project category at a later date. Rebidding of this portion of the project work will not have an adverse impact on the bond program.

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 18

Cerritos Community College District

Bid No. 17P012, Category 18 (General Package)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Patriot Contracting & Engineering Yorba Linda, CA	Inland Building Construction Co., Inc. San Bernardino, CA
Base Bid Amount	$ 1,685,000.00	$ 2,030,000.00
Allowance Amount	$ 200,000.00	$ 200,000.00
TOTAL BASE BID AMOUNT	**$ 1,885,000.00**	**$ 2,230,000.00**
DELTA FROM LOWEST BID		$ 345,000.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 19, Theatrical Rigging

ACTION

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

FISCAL IMPACT

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

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Theatrical Rigging portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 19 (Theatrical Rigging), a Class B or Class C-61 (D-34) license was required. The construction cost estimate for the work was approximately $1,360,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review of the bids received, it was determined that the apparent low bidder, Staging Concepts, did not fill out the allowance on the bid form correctly. The contractor has confirmed they did account for the specified allowance in their base bid, and maintains that the total base bid amount listed on their proposal is correct. Wenger Corporation submitted a bid protest regarding the bid received from Staging Concepts identifying the item noted above, in addition to alleging non-compliance with portions of the bid documents. A post-bid interview was conducted, and it was determined that the bid protest should be rejected. Upon thorough review of bids received based upon the above information, it was determined that it is in the District's best interest to conduct value engineering for this category and re-bid in the future. Therefore, for the reasons stated above, Staff recommends that all bids received for this project be rejected pursuant to the bid and contract documents with the intent to re-bid this project category at a later date. Rebidding of this portion of the project work will not have an adverse impact on the bond program.

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 19

Cerritos Community College District

Bid No. 17P012, Category 19 (Theatrical Rigging)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Trex Commercial Products, Inc. dba Staging Concepts Brooklyn Park, MN	Wenger Corp. Owatonna, MN	Inland Building Construction Co., Inc. San Bernardino, CA
Base Bid Amount	$ 2,693,000.00	$ 2,693,295.00	$ 3,144,400.00
Allowance Amount	$ -	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 2,693,000.00**	**$ 2,743,295.00**	**$ 3,194,400.00**
DELTA FROM LOWEST BID		$ 50,295.00	$ 501,400.00

Trex Commercial Products, Inc. dba Staging Concepts listed zero as their allowance on bid.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 20, Theatrical Seating

ACTION

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

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

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 20, Theatrical Seating to Sierra School Equipment Co. of Bakersfield, California, as the lowest responsive, responsible bidder in the amount of $338,030 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $338,030. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Theatrical Seating portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 20 (Theatrical Seating), a Class D-34 (D-48) license was required. The construction cost estimate for the work was approximately $270,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 20, Sierra School Equipment Co.
Designated Subcontractors Summary – Sierra School Equipment Co.
Draft Contract Agreement for Bid No. 17P012 – Category 20 – Sierra School Equipment Co.

Cerritos Community College District

Bid No. 17P012, Category 20 (Theatrical Seating)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	*Herk Edwards, Inc.** *Torrance, CA*	Sierra School Equipment Co. Bakersfield, CA	Trex Commercial Products, Inc. dba Staging Concepts Brooklyn Park, MN
Base Bid Amount	*$ 240,675.00*	$ 328,030.00	$ 370,566.00
Allowance Amount	*$ 10,000.00*	$ 10,000.00	$ 10,000.00
TOTAL BASE BID AMOUNT	***$ 250,675.00***	**$ 338,030.00**	**$ 380,566.00**
DELTA FROM LOWEST BID		$ 87,355.00	$ 129,891.00

* Bid Withdrew due to verified error

Cerritos Community College District
Bid No. 17P012 - Category 20 (Theatrical Seating)
Project: Performing Arts Center
Designated Subcontractors Summary

Sierra School Equipment Co.
Bakersfield, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
J Corporation	169 N. Maple Street #F	Corona	CA	92880	On-Site Installation	$ 14,230.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-20

BID CATEGORY: 20 - Theatrical Seating

DOLLAR VALUE: $338,030.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Sierra School Equipment Co.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Sierra School Equipment Co.

Address: 1911 Mineral Court, Bakersfield, CA 93308

Phone: 661-399-2993

Fax: 661-399-0218

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Sierra School Equipment Co.** ("Contractor") ("Agreement").

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

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

   PROJECT: **17P012, Performing Arts Center**
   Category 20, Theatrical Seating

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-61/D24, D48 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Three Hundred Thirty-Eight Thousand Thirty and 00/100 Dollars

($ 338,030.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
SIERRA SCHOOL EQUIPMENT CO.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Vice President	Title: Vice President Business Services
Print Name: Patrick McDermott	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 21, Fire Sprinklers

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 21, Fire Sprinklers to First Responder Fire Protection Corp. of Northridge, California, as the lowest responsive, responsible bidder in the amount of $647,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $647,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Fire Sprinklers portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 21 (Fire Sprinklers), a Class C-16 license was required. The construction cost estimate for the work was approximately $780,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Five (5) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 21, First Responder Fire Protection Corp.
Designated Subcontractors Summary – First Responder Fire Protection Corp.
Draft Contract Agreement for Bid No. 17P012 – Category 21 – First Responder Fire Protection Corp.

Cerritos Community College District

Bid No. 17P012, Category 21 (Fire Sprinklers)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	First Responder Fire Protection Corp. Northridge, CA	JPI Development Group, Inc. Murrieta, CA	Apex Fire Protection Montrose, CA	J.G. Tate Fire Protection Systems, Inc. Poway, CA	Kincaid Industries, Inc. Thousand Palms, CA
Base Bid Amount	$ 617,000.00	$ 699,000.00	$ 777,000.00	$ 781,111.00	$ 864,000.00
Allowance Amount	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 647,000.00**	**$ 729,000.00**	**$ 807,000.00**	**$ 811,111.00**	**$ 894,000.00**
DELTA FROM LOWEST BID		$ 82,000.00	$ 160,000.00	$ 164,111.00	$ 247,000.00

Cerritos Community College District
Bid No. 17P012 - Category 21 (Fire Sprinklers)
Project: Performing Arts Center
Designated Subcontractors Summary

First Responder Fire Protection Corp.
Northridge, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-21

BID CATEGORY: 21 - Fire Sprinklers

DOLLAR VALUE: $647,000.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: First Responder Fire Protection Corp.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

First Responder Fire Protection Corp.

Address: 19146 Stare Street, Northridge, CA 91324

Phone: 805-416-1700

Fax: 805-832-6777

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **First Responder Fire Protection Corp.** ("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: **17P012, Performing Arts Center**
   Category 21, Fire Sprinklers

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-16 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Six Hundred Forty-Seven Thousand and 00/100 Dollars

($ 647,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
FIRST RESPONDER FIRE PROTECTION CORP	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: John Flores	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 22, Building and Site Plumbing

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 22, Building and Site Plumbing to Empyrean Plumbing, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $2,222,222 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $2,222,222. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Building and Site Plumbing portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 22 (Building and Site Plumbing), a Class C-36 license was required. The construction cost estimate for the work was approximately $2,450,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Five (5) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 22, Empyrean Plumbing, Inc.
Designated Subcontractors Summary – Empyrean Plumbing, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 22 – Empyrean Plumbing, Inc.

Cerritos Community College District

Bid No. 17P012, Category 22 (Building and Site Plumbing)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Empyrean Plumbing, Inc. Riverside, CA	Verne's Plumbing, Inc. Buena Park, CA	Suttles Plumbing & Mechanical Corp. Chatsworth, CA	Continental Plumbing, Inc. Mira Loma, CA	Kincaid Industries, Inc. Thousand Palms, CA
Base Bid Amount	$ 2,022,222.00	$ 2,310,000.00	$ 2,789,000.00	$ 2,814,646.00	$ 3,296,000.00
Allowance Amount	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
TOTAL BASE BID AMOUNT	**$ 2,222,222.00**	**$ 2,510,000.00**	**$ 2,989,000.00**	**$ 3,014,646.00**	**$ 3,496,000.00**
DELTA FROM LOWEST BID		$ 287,778.00	$ 766,778.00	$ 792,424.00	$ 1,273,778.00

Cerritos Community College District
Bid No. 17P012 - Category 22 (Building and Site Plumbing)
Project: Performing Arts Center
Designated Subcontractors Summary

Empyrean Plumbing, Inc.
Riverside, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Kerns, Inc. a California Corporation	17560 Catalpa St.	Hesperia	CA	92345	Site Utilties	$ 635,725.00
Karcher Insulation, Inc.	2300 E. Orangewood Ave.	Anaheim	CA	92806	Insulation & Fire Caulking	$ 59,482.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-22

BID CATEGORY: 22 - Building & Site Plumbing

DOLLAR VALUE: $2,222,222.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: Empyrean Plumbing, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Empyrean Plumbing, Inc.

Address: 3404 Niki Way, Riverside, CA 92507

Phone: 951-776-4616

Fax: 951-346-5675

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** 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: **17P012, Performing Arts Center**
   Category 22, Building & Site Plumbing

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-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. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Two Million Two Hundred Twenty-Two Thousand Two Hundred Twenty-Two and 00/100 Dollars

($ 2,222,222.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
EMPYREAN PLUMBING, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Secretary	Title: Vice President Business Services
Print Name: David Koralewski	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 30

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 23, HVAC

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 23, HVAC to Liberty Climate Control, Inc. of South El Monte, California, as the lowest responsive, responsible bidder in the amount of $7,041,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $7,041,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the HVAC portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 23 (HVAC), a Class C-20 license was required. The construction cost estimate for the work was approximately $5,500,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three (3) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 23, Liberty Climate Control, Inc.
Designated Subcontractors Summary – Liberty Climate Control, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 23 – Liberty Climate Control, Inc.

Cerritos Community College District

Bid No. 17P012, Category 23 (HVAC)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Liberty Climate Control, Inc. South El Monte, CA	Couts Heating and Cooling, Inc. Corona, CA	Circulating Air, Inc. North Hollywood, CA	ACCO Engineered Systems, Inc. Costa Mesa, CA
Base Bid Amount	$ 6,941,000.00	$ 7,073,000.00	$ 7,315,000.00	$ 7,442,145.00
Allowance Amount	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID AMOUNT	**$ 7,041,000.00**	**$ 7,173,000.00**	**$ 7,415,000.00**	**$ 7,542,145.00**
DELTA FROM LOWEST BID		$ 132,000.00	$ 374,000.00	$ 501,145.00

Cerritos Community College District
Bid No. 17P012 - Category 23 (HVAC)
Project: Performing Arts Center
Designated Subcontractors Summary

Liberty Climate Control, Inc.
South El Monte, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
American Air Balance Co., Inc.	4721 E. Hunter Ave.	Anaheim	CA	92807	HVAC Testing, Adjusting, Balancing	$ 69,995.00
Preferred Insulation Contractors, Inc.	1691 Jenks Dr.	Corona	CA	92880	Insulation	$ 464,000.00
Envise	12131 Western Ave.	Garden Grove	CA	92841	DDC Controls	$ 1,145,146.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-23

BID CATEGORY: 23 - HVAC

DOLLAR VALUE: $7,041,000.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: Liberty Climate Control, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Liberty Climate Control, Inc.

Address: 2447 North Chico Avenue, South El Monte, CA 91733

Phone: 626-575-3131

Fax: 626-575-4936

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Liberty Climate Control, 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: **17P012, Performing Arts Center**
   Category 23, HVAC

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Seven Million Forty-One Thousand and 00/100 Dollars

($ 7,041,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
LIBERTY CLIMATE CONTROL, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Louis O. Monroy III	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 24, Electrical

ACTION

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

1. Approve the relief of bid submitted by R.I.S. Electrical Contractors, Inc. of Riverside, California pursuant to California Public Contract Code Section 5100-5110, as there was a verified error in the bid; and

2. Approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 24, Electrical to RDM Electric Co., Inc. of Ontario, California, as the lowest responsive, responsible bidder in the amount of $9,894,000 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $9,894,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical

audio-visual systems throughout the building. This particular bid category scope of work pertains to the Electrical portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 24 (Electrical), a Class C-10 license was required. The construction cost estimate for the work was approximately $9,800,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four (4) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 24, RDM Electric Co., Inc.
Designated Subcontractors Summary – RDM Electric Co., Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 24 – RDM Electric Co., Inc.

Cerritos Community College District

Bid No. 17P012, Category 24 (Electrical)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	R.I.S. Electrical Contractors, Inc.* Riverside, CA	**RDM Electric Co., Inc. Ontario, CA**	**Mel Smith Electric, Inc. Stanton, CA**	**Baker Electric Cerritos, CA**
Base Bid Amount	*$ 8,227,000.00*	$ 9,744,000.00	$ 10,733,000.00	$ 10,839,000.00
Allowance Amount	*$ 150,000.00*	$ 150,000.00	$ 150,000.00	$ 150,000.00
TOTAL BASE BID AMOUNT	***$ 8,377,000.00***	**$ 9,894,000.00**	**$ 10,883,000.00**	**$ 10,989,000.00**
DELTA FROM LOWEST BID		$ 1,517,000.00	$ 2,506,000.00	$ 2,612,000.00

* Bid Withdrew due to verified error

Cerritos Community College District
Bid No. 17P012 - Category 24 (Electrical)
Project: Performing Arts Center
Designated Subcontractors Summary

RDM Electric Co., Inc.
Ontario, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
West Coast Firestopping, Inc.	1130 W. Trenton Ave.	Orange	CA	92867	Fire Stopping/Acoustic Ceilings	$ 43,010.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-24

BID CATEGORY: 24 - Electrical

DOLLAR VALUE: $9,894,000.00

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

RDM Electric Company, Inc.

Address: 4260 East Brickell Street, Ontario, CA 91761

Phone: 909-591-0990

Fax: 909-591-1599

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** 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: **17P012, Performing Arts Center**
   Category 24, Electrical

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

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

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Nine Million Eight Hundred Ninety-Four Thousand and 00/100 Dollars

($ 9,894,000.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
RDM ELECTRIC CO., INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Secretary/Treasurer	Title: Vice President Business Services
Print Name: Diane E. McDonnell	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 25, Communications/Data

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 25, Communications/Data to Pacific Coast Cabling, Inc. dba PCC Network Solutions of Chatsworth, California, as the lowest responsive, responsible bidder in the amount of $321,524.56 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $321,524.56. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Communications/Data portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 25 (Communications/Data), a Class C-7, or Class C-10 license was required. The construction cost estimate for the work was approximately $500,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. One (1) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 25, Pacific Coast Cabling, Inc. dba PCC Network Solutions
Designated Subcontractors Summary – Pacific Coast Cabling, Inc. dba PCC Network Solutions
Draft Contract Agreement for Bid No. 17P012 – Category 25 – Pacific Coast Cabling, Inc. dba PCC Network Solutions

Cerritos Community College District

Bid No. 17P012, Category 25 (Communications/Data)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Pacific Coast Cabling, Inc. dba PCC Network Solutions Chatsworth, CA	
Base Bid Amount	$	291,524.56
Allowance Amount	$	30,000.00
TOTAL BASE BID AMOUNT	**$**	**321,524.56**
DELTA FROM LOWEST BID		

Cerritos Community College District
Bid No. 17P012 - Category 25 (Communications/Data)
Project: Performing Arts Center
Designated Subcontractors Summary

Pacific Coast Cabling, Inc. dba PCC Network Solutions
Chatsworth, CA

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-25

BID CATEGORY: 25 - Communications / Data

DOLLAR VALUE: $321,524.56

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Pacific Coast Cabling, Inc. dba PCC Network Solutions

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Pacific Coast Cabling, Inc. dba PCC Network Solutions

Address: 20717 Prairie Street, Chatsworth, CA 91311

Phone: 818-407-1911

Fax: 818-4071913

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Pacific Coast Cabling, Inc. dba PCC Network Solutions** ("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: **17P012, Performing Arts Center**
   Category 25, Communications / Data

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-7 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

Three Hundred Twenty-One Thousand Five Hundred Twenty-Four and 56/100 Dollars

($ 321,524.56),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
PACIFIC COAST CABLING, INC. DBA PCC NETWORK SOLUTIONS	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Principal/CSO	Title: Vice President Business Services
Print Name: Richard Harris	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 26, Audio Visual

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 26, Audio Visual to Audio Visual Innovations, Inc. of Tampa, Florida, with a local office in Cypress, California as the lowest responsive, responsible bidder in the amount of $1,463,365.70 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $1,463,365.70. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Audio Visual portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 26 (Audio Visual), a Class C-7 or Class C-10 license was required. The construction cost estimate for the work was approximately $2,350,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Four (4) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 26, Audio Visual Innovations, Inc.
Designated Subcontractors Summary – Audio Visual Innovations, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 26 – Audio Visual Innovations, Inc.

Cerritos Community College District

Bid No. 17P012, Category 26 (Audio Visual)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Audio Visual Innovations, Inc. Tampa, FL	Audio Associates of San Diego Chula Vista, CA	Digital Networks Group, Inc. Lake Forest, CA	Advanced Cable Solutions, Inc. Valencia, CA
Base Bid Amount	$ 1,433,365.70	$ 1,831,472.00	$ 2,096,146.00	$ 2,154,000.00
Allowance Amount	$ 30,000.00	$ 45,000.00	$ 30,000.00	$ 30,000.00
TOTAL BASE BID AMOUNT	**$ 1,463,365.70**	**$ 1,876,472.00**	**$ 2,126,146.00**	**$ 2,184,000.00**
DELTA FROM LOWEST BID		$ 413,106.30	$ 662,780.30	$ 720,634.30

Audio Associates of San Diego listed an amount of $15,000 + $30,000 on their bid for the allowance

Cerritos Community College District
Bid No. 17P012 - Category 26 (Audio Visual)
Project: Performing Arts Center
Designated Subcontractors Summary

Audio Visual Innovations, Inc.
Tampa, FL

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

The prime contractor will not be using any subcontractors.

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-26

BID CATEGORY: 26 - Audio Visual (Theatrical & Classrooms)

DOLLAR VALUE: $1,463,365.70

LIQUIDATED DAMAGES: $5,000 per day

CONTRACTOR: Audio Visual Innovations, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Audio Visual Innovations, Inc.

HQ Address: 6301 Benjamin Road, Suite 101, Tampa, Florida 33634
CA Address: 10775 Business Center Drive, Suite 150, Cypress, CA 90630

HQ Phone: 813-884-7168
CA Phone: 714-799-7166

HQ Fax: 813-884-1013
CA Fax: 714-799-7616

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Audio Visual Innovations, 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: **17P012, Performing Arts Center**
   Category 26, Audio Visual

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-7 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

One Million Four Hundred Sixty-Three Thousand Three Hundred Sixty-Five and 70/100 Dollars

($ 1,463,365.70),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
AUDIO VISUAL INNOVATIONS, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: Executive Vice President	Title: Vice President Business Services
Print Name: Steve Benjamin	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Rejection of All Bids for Bid No. 17P012, Performing Arts Center – Category 27, Fire Alarm

ACTION

It is recommended that the Board of Trustees authorize and approve Cerritos College to reject all bids for Category 27, Fire Alarm pursuant to the bid and contract documents, and per Public Contract Code for the reasons as noted below.

FISCAL IMPACT

Funding for the initial advertising of this project was allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Fire Alarm portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 27 (Fire Alarm), a Class C-7 or Class C-10 license was required. The construction cost estimate for the work was approximately $600,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. One (1) contractors submitted a bid for this category of the multi-prime bid.

During Cerritos College's due diligence review of the bids received, it was determined that the apparent low bidder, Johnson Controls Fire Protection, LP, did not fill out the allowance on the bid form correctly. The contractor has also confirmed that they did not account for the specified allowance in their total base bid. For the reasons stated above, Staff recommends that all bids received for this project be rejected pursuant to the bid and contract documents with the intent to advance the procurement of this scope of work by way of an existing sole source agreement between Johnson Controls Fire Protection, LP and Cerritos College.

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 27, Johnson Controls Fire Protection, LP

Cerritos Community College District

Bid No. 17P012, Category 27 (Fire Alarm)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Johnson Controls Fire Protection, LP Santa Fe Springs, CA
Base Bid Amount	$ 502,570.00
Allowance Amount	$ -
TOTAL BASE BID AMOUNT	**$ 502,570.00**
DELTA FROM LOWEST BID	

Contractor listed zero as their allowance on the bid.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P012, Performing Arts Center – Category 28, Landscape/Irrigation

ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P012, Performing Arts Center – Category 28, Landscape/Irrigation to Pierre Landscape, Inc. of Irwindale, California, as the lowest responsive, responsible bidder in the amount of $578,333 which equals the Total Base Bid Amount.

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

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount is $578,333. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On August 7, 2018 and August 14, 2018, Cerritos College advertised the release of Bid No. 17P012 for the Performing Arts Center project. In addition to advertisement in a local area publication, all prequalified contractors with applicable licenses specific to each bid category on Cerritos College's prequalification list were invited to provide a bid for the project. A total of two hundred seventy-one (271) prequalified contractors were contacted for this project. The project includes, but is not limited to, construction of a new LEED certified structure that is predominantly two-stories, and the associated site improvements. The Performing Arts Center will include the following: theater lobby, 400-seat theater, stage with 88' fly tower, 200-seat black box studio, 100-seat lecture hall, recording studio, instructional and performance support spaces with theatrical audio-visual systems throughout the building. This particular bid category scope of work pertains to the Landscape/Irrigation portion of the project work.

The bid category had a bid due date of September 20, 2018. The project was bid as a multi-prime project, whereby Cerritos College bid twenty-eight categories for various elements of the Project work. For Category 28 (Landscape/Irrigation), a Class C-27 license was required. The construction cost estimate for the work was approximately $850,000.

Attendance at the pre-bid conference meetings and job walks scheduled on August 17, 2018 and August 24, 2018 was mandatory. A combined attendance total of one hundred fifty-one (151) contractors attended the mandatory pre-bid conference and job walk meetings on August 17, 2018 and August 24, 2018.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. One (1) contractors submitted a bid for this category of the multi-prime bid.

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

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

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

ATTACHMENT(S)
Bid Results for Bid No. 17P012, Performing Arts Center – Category 28, Pierre Landscape, Inc.
Designated Subcontractors Summary – Pierre Landscape, Inc.
Draft Contract Agreement for Bid No. 17P012 – Category 28 – Pierre Landscape, Inc.

Cerritos Community College District

Bid No. 17P012, Category 28 (Landscape/Irrigation)

Project: Performing Arts Center

Bid Opening Results

Bid Due Date: September 20, 2018; 2:00 pm

	Pierre Landscape, Inc. Irwindale, CA	Preferred Landscape, Inc. Artesia, CA	American Landscape, Inc. Canoga Park, CA	Southern California Landscape, Inc. Fontana, CA	Marina Landscape, Inc. Orange, CA
Base Bid Amount	$ 528,333.00	$ 630,000.00	$ 673,000.00	$ 680,000.00	$ 784,800.00
Allowance Amount	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 578,333.00**	**$ 680,000.00**	**$ 723,000.00**	**$ 730,000.00**	**$ 834,800.00**
DELTA FROM LOWEST BID		$ 101,667.00	$ 144,667.00	$ 151,667.00	$ 256,467.00

Cerritos Community College District
Bid No. 17P012 - Category 28 (Landscape/Irrigation)
Project: Performing Arts Center
Designated Subcontractors Summary

Pierre Landscape, Inc.
Irwindale, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
West Coast Turf	P.O. Box 4563	Palm Desert	CA	92261	Turf/Landscaping	$ 18,271.00

PROJECT: Performing Arts Center **BID NO:** 17P012

DATE OF CONTRACT: November 16, 2018 **CONTRACT NO:** 17P012-28

BID CATEGORY: 28 - Landscape & Irrigation

DOLLAR VALUE: $578,333.00

LIQUIDATED DAMAGES: $3,500 per day

CONTRACTOR: Pierre Landscape, Inc.

TERM: 1,165 Calendar Days

TIME FOR COMPLETION: _____

Pierre Landscape, Inc.

Address: 5455 2nd Street, Irwindale, CA 91706

Phone: 626-587-2121

Fax: 626-513-2220

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this **16th day of November, 2018,** by and between the **Cerritos Community College District** ("District") and **Pierre Landscape, 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: **17P012, Performing Arts Center**
   Category 28, Landscape / Irrigation

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

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

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

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED SIXTY-FIVE (1,165) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-27 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

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

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

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

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

($578,333.00),

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

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

DRAFT

CONTRACTOR	**DISTRICT**
PIERRE LANDSCAPE, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President Business Services
Print Name: Joseph Lowden	Print Name: Felipe R. Lopez

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 4 [Unforeseen Conditions, Owner Added Scope, Omissions], (Contract No. 15P016), Envise, Chilled Water Expansion Project**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 4 [Unforeseen Conditions, Owner Added Scope, Omissions] in the amount of $228,694 for the Chilled Water Expansion Project.

FISCAL IMPACT

The amount form Change Order No. 4 will be $228,694, increasing the contract amount to $5,367,735. Funding will be allocated from the GO Bond.

REPORT SUMMARY

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

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

The total amount for the attached item in Change Order No. 4 is $228,694. The original contract amount approved by the Board was $4,882,837. Change Order No. 4 is in compliance with applicable statutes. Change Order No. 4 is due to unforeseen conditions at the Community Education Building which were resolved through placing additional structural supports to the existing roof system to accommodate new roof penetrations from the air handler units on the south end. Additional HVAC ductwork from the air handler unit was provided on the north end of the Community Education Building to ensure adequate building ventilation.

Owner Added Scope consisted of the additional tie-in of nineteen existing HVAC Variable Air Volume systems, five exhaust fans, and one supply fan to the Delta system in the Auto Tech Building; this ensures all existing equipment is included with the system. Also, the mechanical housekeeping pads beneath air handling units at the northwest and northeast corners of the Gymnasium were retrofitted to ensure a safe working platform during future maintenance. Additionally at the Community Education Building, condensate drainage lines were upsized and routed to a different location to ensure proper drainage on the south end, and thus correct design omissions. Change Order No. 4 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. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	November 14, 2018	$228,694	9.9%
	3	August 15, 2018	$128,187	5.2%
	2	May 2, 2018	$83,212	2.6%
	1	March 7, 2018	$44,805	0.9%

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

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

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

ATTACHMENT(S)
Change Order No. 4 to Contract No. 15P016 - Envise
Change Order No. 3 to Contract No. 15P016 - Envise
Change Order No. 2 to Contract No. 15P016 - Envise
Change Order No. 1 to Contract No. 15P016 - Envise
Contract No. 15P016 - Envise

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 04

Contract # 15P016

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

Date: August 29, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 4.01

Description: Additional structural supports required due to new roof penetrations on the south building of the Community Education buildings.

Reason: Upon review, it was determined that (4) new air handler units were designed with duct penetrations located on the underside of the unit in lieu of duct penetrations coming from the side of the unit. As a result, new roof penetrations were required to be put in place which required additional structural supports to the existing roofing system. Work also included temporary removal and reinstallation of existing ceiling suspension systems and low voltage devices in five (5) separate rooms, installation of insulation, as well as temporary ventilation of each workspace.

Benefit: Ensured that the air handler units has the proper support required.

Requested by: S&K Engineers

CO Type: Unforseen conditions

Change Amount: ..... $ 123,662.00

Time Extension: .....0 Work days

Item 4.02

Description: Additional tie in of (19) existing HVAC (Heating, Ventilation, and Air Conditioning) VAV (Variable Air Volume) systems, (5) exhaust fans, and (1) supply fan to the Delta system within the Auto Tech building.

Reason: Upon review, it was determined that the existing VAVs, exhaust fans, and supply fan were required to be tied into the new Delta system.

Benefit: Ensured that the Delta system included all existing equipment.

Requested by: S&K Engineers

CO Type: Owner Request

Change Amount: ..... $ 48,156.00

Time Extension: .....0 Work days

Item 4.03

Description: Provide additional HVAC ductwork to provide air from proposed air handler unit (AHU) #1 located on the roof of Community Ed – North building.

Reason: Upon review, it was determined that additional ductwork was required to be provided to each of the areas scheduled to receive ventilation. The work included additional demolition of the existing HVAC ductwork as well as routing the new HVAC ductwork. Work also included temporary removal and reinstallation of existing ceiling suspension systems and low voltage devices in 3 separate rooms, as well as temporary ventilation of each workspace.

Benefit: Ensured sufficient ventilation was provided to the building.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 38,538.00

Time Extension: .....0 Work days

Item 4.04

Description: Provide condensate drainage lines for the air handler units on the roof of the Community Education building – South building.

Reason: Upon review, it was determined that the air handler units (AHUs) on the roof of the Community Education building required to have condensate drainage lines upsized, as well as routed to a different location to comply with required drainage requirements.

Benefit: Ensured the AHUs on the roof had proper drainage.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Design Omission

Change Amount: ..... $ 13,229.00

Time Extension: .....0 Work days

Item 4.05

Description: Provide additional labor and material to retrofit existing mechanical housekeeping pads beneath air handling units, located along the northwest and northeast corners of the Gymnasium.

Reason: Upon review, it was determined that additional labor and material was needed to fill voids adjacent to each mechanical pad to eliminate any potential tripping hazards during future maintenance.

Benefit: Ensure a safe platform of work during future maintenance of air handling units.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount: ..... $ 5,109.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER.....$228,694.00

TOTAL ADDITIONAL WORKING DAYS.....Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	4,882,837.00
Net change by previous Change Order	$	256,204.00
Net sum prior to this Change Order	$	5,139,041.00
Amount of Change Order No. 4	$	228,694.00
New Contract Sum	$	5,367,735.00
Percentage of Change to Contract		9.9%

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

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

Requested By:

9/13/18
(SIGNATURE & DATE)
ENVISE
JEFF STEVANUS
OPERATIONS MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

10/10/18
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

10/10/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

10/11/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 03

Contract # 15P016

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

Date: June 11, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Description: Provide condensate drainage lines for the air handler units on the roof of the Metals building.

Reason: Upon review, it was determined that the air handler units (AHUs) on the roof of the Metals building required to have condensate drainage lines routed to a different location to comply with required drainage requirements.

Benefit: Ensured the AHUs on the roof had proper drainage.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 18,808.00

Time Extension: .....0 Work days

Item 3.02

Description: Provide condensate drainage lines for the air handler units on the roof of the Community Education building – North building.

Reason: Upon review, it was determined that the air handler units (AHUs) on the roof of the Community Education building required to have condensate drainage lines upsized, as well as routed to a different location to comply with required drainage requirements.

Benefit: Ensured the AHUs on the roof had proper drainage.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Design Omission

Change Amount: ..... $ 10,062.00

Time Extension: .....0 Work days

Item 3.03

Description: Enlarge the existing roof opening for air handler unit (AHU) #1 located on the roof of Community Ed – North building.

Reason: Upon review, it was determined that the existing opening in the roof was required to be enlarged to accommodate the proposed new air handler unit. The work included additional demolition of the existing roof, framing new joints, as well as additional roofing materials to patch back the roof.

Benefit: Ensured the air handler unit has the proper support required.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Condition

Change Amount: ..... $ 88,510.00

Time Extension: .....0 Work days

Item 3.04

Description: Gas meter added to the scope of work at the north end of the Woodworking building.

Reason: Upon review, it was determined that one (1) additional gas meter was required to be provided for the building.

Benefit: Ensured complete gas system monitoring.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Unforseen Condition

Change Amount: ..... $ 14,175.00

Time Extension: .....0 Work days

Item 3.05

Description: Gas meter removed from the scope of work at the Veteran's Resource Center building.

Reason: Upon review, it was determined that a gas meter was not required to be installed.

Benefit: Credit back to the College.

Requested by: Owner / Tilden-Coil Constructors, Inc.

CO Type: Deductive Credit

Change Amount: ..... $ (3,368.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $128,187.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	4,882,837.00
Net change by previous Change Order	$	128,017.00
Net sum prior to this Change Order	$	5,010,854.00
Amount of Change Order No. 3	$	128,187.00
New Contract Sum	$	5,139,041.00
Percentage of Change to Contract		5.2%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 15 of AUGUST, 2018

Requested By:

6/12/18
(SIGNATURE & DATE)

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

Approved By:

8/20/2018
(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

7/12/18
(SIGNATURE & DATE)

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

Reviewed By:

(SIGNATURE & DATE) 7-24-18

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

See attached sheet for signature
(SIGNATURE & DATE)

S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

6/14/18
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

07/12/18
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

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

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

Requested By:

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

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

6-14-18
(SIGNATURE & DATE)
S& K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

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

Reviewed By:

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

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 02

Contract # 15P016

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

Date: March 2, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

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

Change Amount: ..... $ 28,960.00

Time Extension: .....0 Work days

Item 2.02

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

Change Amount: ..... $ 37,500.00

Time Extension: .....0 Work days

Item 2.03

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

Change Amount: ..... $ 6,524.00

Time Extension: .....0 Work days

Item 2.04

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

Change Amount: ..... $ (7,822.00)

Time Extension: .....0 Work days

Item 2.05

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

Change Amount: ..... $ 18,050.00

Time Extension: .....0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

Percentage of Change to Contract 2.6%

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

This Change Order is hereby executed on behalf of the Board of Trustees on 16th of May, 2018

Requested By:

3/2/18
(SIGNATURE & DATE)
ENVISE
AMGAD BEBAWY
PROJECT MANAGER
7421 Orangewood Avenue
Garden Grove, CA 92841

Approved By:

5/16/18
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

3/22/2018
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE) 4-9-18
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

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

Reviewed By:

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

Reviewed By:

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

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

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

Requested By:

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

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

3-6-18
_____
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

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

Reviewed By:

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

Project: Cerritos College
Central Plant Chilled Water Expansion

Change Order Number: 01

Contract # 15P016A

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

Date: January 22, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

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

Change Amount: ..... $ 28,178.00

Time Extension: .....0 Work days

Item 1.02

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

Change Amount: ..... $ 10,500.00

Time Extension: .....0 Work days

Item 1.03

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

Change Amount: ..... $ 6,127.00

Time Extension: .....0 Work days

SUMMARY OF COST:

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

CONTRACT SUMMARY:

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

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

This Change Order is hereby executed on behalf of the Board of Trustees on 7th of March, 2018

Requested By:

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

Approved By:

3/9/2018
(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

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

Reviewed By:

(SIGNATURE & DATE) 2.12.18
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

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

Reviewed By:

1/24/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

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

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

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

Requested By:

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

Approved By:

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

Reviewed By:

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

Reviewed By:

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

Reviewed By:

1-24-18
(SIGNATURE & DATE)
S & K ENGINEERING
KEVIN KEYFAUVER
PRINCIPAL

Reviewed By:

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

Reviewed By:

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

Cerritos College

Contract No. 15P016

ENERGY SERVICES CONTRACT

Chilled Water Expansion Project

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

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

2. **Completion Date**. Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016 Chilled Water Expansion Project**.

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

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

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

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

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

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

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

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

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

4. **Funding/Grants/Rebates/Incentives**. As requested by the District, Provider will assist with preparing utility incentive applications, and work with CCC/IOU personnel and their third party engineers in identifying, implementing and verifying energy saving projects.

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

   5.1. Attachment A: "Scope and Requirements"

   5.2. Attachment B: "Required Documents"

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

   5.2.1.1. Noncollusion Affidavit

   5.2.1.2. Workers' Compensation Certification

   5.2.1.3. Drug-Free Workplace Certification

   5.2.1.4. Not Used

   5.2.1.5. Insurance Certificates and Endorsements

   5.2.1.6. Performance Bond

   5.2.1.7. Payment Bond

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

   5.3. Attachment C: "Performance Guarantee"

6. Not Used.

7. **Compensation**. As compensation for the Work, the District shall pay to the Provider in the amount of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100** DOLLARS (**$4,882,837.00**) ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.

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

9. **Payment.** The Total System(s) Price shall be in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**.

10. **Not Used**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Excavations Over Four Feet.** This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.

22.1. If applicable, Provider shall submit to the District for acceptance, in advance of excavation, a

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

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

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

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

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

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

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

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

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

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

23. STORM WATER POLLUTION PREVENTION

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

23.2. References and Materials

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

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

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

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

23.3. Preparation and Approval

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

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

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

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

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

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

or

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

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

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

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

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

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

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

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

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

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

23.4.7. Implement the SWPPP.

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

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

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

23.4.11. Report monitoring data.

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

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

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

23.4.15. At the end of Construction Contract:

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

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

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

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

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

23.6. Liabilities and Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Wages.

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

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

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

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

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

28.6. Provider shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any Subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Hours Of Work.

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

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

30.2. Provider shall pay to the District a penalty of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of these Construction Provisions by Provider or by any Subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

30.3. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

30.4. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Provider and in compliance with applicable ordinances.

31. Apprentices.

31.1. All apprentices employed by Provider to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

31.2. When Provider to whom the work under these Construction Provisions is awarded by the District or any Subcontractor under Provider, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Provider and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Provider or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Provider or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

31.3. "Apprenticeable craft or trade" as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

31.4. Provider, or any Subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other Providers in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Provider employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Providers do, but where the trust fund administrators are unable to accept the funds, Providers not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Provider or Subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.

31.5. The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Provider.

31.6. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

32. Provider Supervision. Provider shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

33. Not Used.

34. Safety and Security. Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds, particularly when children are present.

35. Clean Up. Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

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

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

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

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

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

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

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

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

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

41. Termination.

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

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

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

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

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

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

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

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

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

42.1. Indemnification by Provider.

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

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

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

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

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

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

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

43. Insurance. The Provider shall procure and maintain at all times it performs any portion of the Services the insurance in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project, General Conditions, Document 00 72 13- Article 13.**

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

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

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

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

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

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

49. Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.

49.1. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

49.2. Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.

49.3. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

50. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.

51. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

51.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.

51.2. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.

51.3. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

51.4. The proceeds of any and all other incentive programs available in relation to the System(s).

52. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, exemplary, punitive, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

53. **Confidentiality**. Provider and all Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

53.1. This Agreement, and all modifications of any kind made to this Agreement, shall be a matter of public record and shall be provided under the California Public Records Act (Government Code sect. 6250 et seq.) to any and all parties who may request it.

53.2. In any event that Provider claims any information or documentation provided to District comprises private financial information or trade secrets ("Confidential Material"), Provider shall prominently mark each page claimed to be Confidential Material.

53.3. If disclosure of Confidential Material is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure.

53.4. The Party seeking to limit disclosure of Confidential Material sought under the California Public Records Act (Government Code sect. 6250 et seq.) or a Governmental Authority shall defend and indemnify the other Party for any expense, including, without limitation cost of litigation and attorneys' fees, incurred in connection with any claim or dispute involving disclosure or protection from disclosure of any Confidential Material.

54. **Not Used**.

55. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then the prevailing Party shall be entitled to recover its litigation and collection expenses, witness fees, court costs, and attorney's fees from the other party.

56. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Cerritos Community College District
ATTN: Director of Purchasing and Contract Administration
11110 Alondra Blvd.
Norwalk, CA 90650
562-860-2451
562-467-5020 (Fax)

Provider:

Envise
ATTN: Payman FarroKhyar
Address: 7421 Orangewood Ave
Garden Grove CA 92841
Phone: 714 657 1032
Fax: 714 891 5015

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

57. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

58. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

59. **Waiver**. Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

60. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

61. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

62. **Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

63. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

64. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

65. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

66. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

67. **Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

68. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

69. **Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: 3/7, 2017	Dated: April 3, 2017.
Envise	**Cerritos Community College District**
By:	By:
Print Name: Payman Farrokhyar	Print Name: Felipe R. Lopez.
Print Title: Vice President	Print Title: Vice President, Business Services

Information regarding Provider:

Proper Name: Envise

License No.: 1005262

Address: 7421 Orangewood Ave
Garden Grove CA 92841

Telephone: 714 657 1032

Facsimile: 714 891 5015

E-Mail: PFarrokhyar@enviseco.com

47-3439812
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Provider to furnish the information requested in this section.

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: California

____ Limited Liability Company

____ Other: _____

Exhibit A

System(s) Description

1. **Project**. The project consist of a **Chilled Water Expansion** system project pursuant to Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**, which was approved by the Board of Trustees on February 1, 2017 at its regularly scheduled meeting.

2. **The Contract Documents**. The complete Agreement consists of all Contract Documents as defined in the General Conditions of Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project,** and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents, including, but not limited to Contractor's submittals and Best and Final Offer (BAFO). All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**. Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 26 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

Exhibit B – Required Forms

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

Payman Farrokhyar
(Print)

3/7/17
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Provider's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of Envise [Name of Provider], the party submitting the foregoing bid or proposal.

The bid or proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid or proposal is genuine and not collusive or sham. The Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham bid or proposal. The Provider has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham bid or proposal, or to refrain from bidding or submitting a proposal. The Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Provider or any other provider, or to fix any overhead, profit, or cost element of the bid price or proposal, or of that of any other provider. All statements contained in the proposal are true. The Provider has not, directly or indirectly, submitted his or her bid price or proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of Provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Provider.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/7/17 [Date], at Garden Grove [City], California [State].

Signed: _____

Typed Name: Payman Farrokhyar

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envise** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Chilled Water Expansion Project** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Provider is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **Envise**, the undersigned Provider, as Principal; and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100** DOLLARS (**$4,882,837.00**), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Provider or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 22nd day of March, 2017.

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____

B. Aleman

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 23, 2017 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name~~(s)~~ of Signer~~(s)~~

,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm Expires Aug 19, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond
Document Date: March 22, 2017 Number of Pages: 2
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer~~(s)~~

Signer's Name: Tony Wang	Signer's Name: N/A
☑ Corporate Officer — Title(s): VP / Treasurer	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Envise	Signer Is Representing:

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IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc
555 S Flower St, Los Angeles, CA 90017	707 Wilshire Blvd, STE 2600 Los Angeles CA, 90017
Telephone: (213) 612-0880	Telephone: 213-630-3200

SEE ATTACHED CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On MAR 22 2017 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

APRIL MARTINEZ
COMM. #2159085
Notary Public - California
Los Angeles County
My Comm. Expires July 3, 2020

NRO1 NRO1

Signature _____
Signature of Notary Public

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th** day of **January, 2015.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this **9th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

MAR 22 2017

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envise** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Chilled Water Expansion Project** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Provider is more particularly set forth in that certain contract for said Public Work dated **July 21, 2016**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **Envise**, the undersigned Provider, as Principal, and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District in the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100** DOLLARS (**$4,882,837.00**), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any

change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Provider's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Provider remains.

Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of March, 2017.

PRINCIPAL/CONTRACTOR:

ENVISE

By: _____
Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: _____
B. Aleman
Attorney-in-Fact

The rate of premium on this bond is billed at a scaled rate, see below per thousand.

The total amount of premium charged: $ 38,926.00 (This must be filled in by a corporate surety).

Rate:
First $1,000,000.00 - $8.64/m
Next $1,500,000.00 - $7.80/m
Next $2,500,000.00 - $7.81/m

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 23, 2017 before me, Monet De Jesus, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Wang
Name~~(s)~~ of Signer~~(s)~~

,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONET DE JESUS
Commission # 2037703
Notary Public - California
Orange County
My Comm Expires Aug 19, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond
Document Date: March 22, 2017 Number of Pages: 3
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer~~(s)~~

Signer's Name: Tony Wang	Signer's Name: N/A
☑ Corporate Officer — Title(s): VP / Treasurer	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Envise	Signer Is Representing:

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IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
FEDERAL INSURANCE COMPANY	Aon Risk Insurance Services West, Inc
555 S. Flower St., Ste. 400, Los Angeles, CA 90071	707 Wilshire Blvd, STE 2600 Los Angeles CA, 90017
Telephone: (213) 612-0880	Telephone: 213-630-3200

SEE ATTACHED CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On MAR 22 2017 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th** day of **January, 2015.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this **9th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct.
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

MAR 22 2017

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Contract No. 16P011), Dalke & Sons Construction, Inc., Social Science Elevator Project**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 1 [Deductive Credit] in the deductive amount of $24,623 for the Social Science Elevator project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $24,623, decreasing the contract amount to $2,461,057. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On October 4, 2017, the Board awarded a contract to Dalke & Sons Construction, Inc. of Riverside, California for the Social Science Elevator project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 1 is $24,623. The original contract amount approved by the Board was $2,485,680. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a deductive credit issued to the College for additional inspections performed at the Contractor's request that were conducted beyond project working hours. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	November 14, 2018	($24,623)	-1.0%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS
None is require beyond posting of this item on the agenda.

ATTACHMENT(S)
Change Order No. 1 to Contract No. 16P011 – Dalke & Sons Construction, Inc.
Contract No. 16P011 – Dalke & Sons Construction, Inc.

Project:	Cerritos College Social Science Elevator	Change Order Number: 01 Contract # 16P011
To:	Dalke & Sons Construction, Inc. 4585 Allstate Dr. Riverside, CA 92501 Phone: (951) 274-9880 Fax: (951) 274-0319	Date: August 29, 2018 Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Social Science Modular Elevator

Description: Provide a deductive Change Order to the College for overtime inspection requested by the General Contractor, Dalke & Sons Construction, Inc.

Reason: The Contractor has requested for additional inspections above and beyond normal project working hours, and has resulted in additional costs for inspection. The costs are compiled for additional inspection services between February 18' & July 18'. As a result, the overtime costs have been incurred and have been accepted by Contractor.

Benefit: Allowed project to advance during off hours, minimizing any impact to school operations.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of said change order is a net **$0.00** cost to the District.

Change Amount: ..... $ (24,623.00)

Time Extension: ..... 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **$(24,623.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	2,485,680.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	2,485,680.00
Amount of Change Order No. 1	$	(24,623.00)
New Contract Sum	$	2,461,057.00
Percentage of Change to Contract		-1.0%

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 _____, 2018

Requested By:

(SIGNATURE & DATE)
DALKE & SONS CONSTRUCTION, INC.
TROY DALKE
4585 Allstate Dr.
Riverside, CA 92501

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

9/20/2018
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

09.14.18
(SIGNATURE & DATE)
HILL PARTNERSHIPS INC.
LAWRENCE FRAPWELL
PROJECT ARCHITECT

Reviewed By:

9/14/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:

09/25/18
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Social Science Elevator / BID NO.: 16P011

DATE OF CONTRACT: October 6, 2017 / CONTRACT NO.: 16P011

DOLLAR VALUE: $ 2,485,680.00

LIQUIDATED DAMAGES: $2,500 per day

CONTRACTOR: Dalke & Sons Construction, Inc.

TERM: 207 Calendar days

TIME FOR COMPLETION: _____

Dalke & Sons Construction, Inc.

Address: 4585 Allstate Drive, Riverside, CA 92501
Phone: 951-274-9880
Fax: 951-274-0319

AGREEMENT FORM

This Agreement is made and entered into this **6th day of October, 2017**, by and between the **Cerritos Community College District** ("District") and **Dalke & Sons Construction, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **16P011, Social Science Elevator**

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **TWO HUNDRED SEVEN (207)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

   In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **District Representatives**: Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the

Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Million Four Hundred Eighty-Five Thousand Six Hundred Eighty and 00/100 Dollars

($ 2,485,680.00),

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

DALKE & SONS CONSTRUCTION, INC.

By: _____

Title: Vice President

Print Name: Barry Dalke

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 4 [Errors/Omissions], (Bid No. 16P006, Category 02), Verne's Plumbing, Inc., Health and Wellness Complex**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions] in the amount of $19,296.83 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 4 will be $19,296.83, increasing the contract amount to $2,123,498.82. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Verne's Plumbing, Inc. of Buena Park, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 02 represents the Building & Site 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 item in Change Order No. 4 is $19,296.83. The original contract amount approved by the Board was $2,009,000. Therefore, Change Order No. 4 is in compliance with Public Contract Code Section 20659. Change Order No. 4 is due to design errors/omissions which consisted of adding eight (8) new trench drains at the shower area of Building A. The original specified drain type and location could not be installed due to the compromising of the slab waterproofing. To remedy the issue, new trench drains were added to ensure the drains fit and ensured proper water flow per plumbing requirements. Change Order No. 4 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. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	November 14, 2018	$19,296.83	5.7%
	3	August 15, 2018	$16,437.64	4.74%
	2	April 11, 2018	$20,032.00	3.92%
	1	October 4, 2017	$58,732.35	2.92%

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. 4 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 3 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 2 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 1 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Contract No. 16P006-02 – Verne's Plumbing, Inc.

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: September 18, 2018

Prime Change Order No: 004

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:	Bldg. A Locker Rooms
Description:	Added 8 new trench drains at the Men's and Women's showers for Building A of the Health Wellness Complex
Reason:	The original specified drain type and location shown on the plumbing sheets could not be installed since they were located to close to the curb and would compromise the waterproofing of the slab. A total of (8) new linear trench drains were required in order to get the drains to fit and get the require water flow per plumbing requirements. This work entailed minor demo of the slab in order to installed the new drain type. Original drains will be used on Phase 2
Benefit:	Allows install of drains at the Men's wand Women's shower so that they required water flow is achieved.
Request By:	Architect
CO Type:	Design Errors / Omissions

Change Amount: **$19,296.83**

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	**$19,296.83**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$2,009,000.00
Net Change by previous Change Order(s):	$95,201.99
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$2,104,201.99
Amount of Change Order No. 004	$19,296.83
New Contract Sum:	$2,123,498.82
Percentage of Change to Contract:	5.70 %

Project:	Cerritos | Health & Wellness Complex	**Prime Change Order No:**	004
To:	Verne's Plumbing, Inc.	**Contract No:**	16-013-BC02-VER

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 the _____ day of _____, 2017

Requested By: Tim Verne

9/18/18

Signature & Date

Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

10/11/2018

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

9/20/18

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

10/11/18

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: July 22, 2018

Prime Change Order No: 003

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:	Buildings A B C and D
Description:	Reroute hot water line to feed from the tank to the heaters, install add cold water line (100ft) and install new couplings and valves
Reason:	The domestic hot water routing was installed per the original contract documents, however the routing did not meet the manufacturer requirements which would void the warranty. The recirculating water that was originally designed did not go from the tank to the heat circulation pumps so hot water would not have been distributed timely to the multiple fixtures in all of the buildings.
Benefit:	Hot water can now be distributed to the plumbing fixtures (sinks,showers, mop sinks, etc.)
Request By:	Architect
CO Type:	Design Errors / Omissions

Change Amount: **$16,437.64**

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	**$16,437.64**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$2,009,000.00
Net Change by previous Change Order(s):	$78,764.35
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$2,087,764.35
Amount of Change Order No. 003	$16,437.64
New Contract Sum:	$2,104,201.99
Percentage of Change to Contract:	4.74 %

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 003
Contract No: 16-013-BC02-VER

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 the 15 day of AUGUST, ~~2017~~ 2018

Requested By:

6/11/18
Signature & Date

Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

8/20/2018
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

6/28/2018
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 7-24-18

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

6/12/18
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

6/12/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

06/25/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: April 25, 2018

Prime Change Order No: 002

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:	Site Phase 1
Description:	Credit for the use for HDPE in lieu of RCP
Reason:	The original documents showed RCP pipe, however the HDPE was a more durable and readily used product that saved the College money.
Benefit:	The use of HDPE in lieu of RCP saved money and is a more durable product
Request By:	Owner
CO Type:	Deductive Credit
	Change Amount: ..... **$(21,267.83)**
	Time Extension: ..... 0 Work Days

Item 1.02

Bldg/Area:	Bldg. A and B
Description:	Multiple plumbing changes that were at Bldg. A and B that was obstructed and had to be re-routed.
Reason:	During the 3 dimensional modeling of the job there were several areas that were detected that had multiple plumbing related clashes with ducts lines, and structure elements (windows, steel structure) of building A and B. The Directive issued by the Architect relocated the water lines, boiler flues, storm drain, and vent piping to avoid fixed elements of the building.
Benefit:	Directive # 1 that was issued by the Architect help resolve several conflicts that would have occurred in the field and expended more costs and time.
Request By:	Architect
CO Type:	Design Errors / Omissions
	Change Amount: **$41,299.83**
	Time Extension: ..... 0 Work Days

Project:	Cerritos | Health & Wellness Complex	**Prime Change Order No:**	002
To:	Verne's Plumbing, Inc.	**Contract No:**	16-013-BC02-VER

SUMMARY OF COST:

Total this Change Order	**$20,032.00**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$2,009,000.00
Net Change by previous Change Order(s):	$58,732.35
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$2,067,732.35
Amount of Change Order No. 002	$20,032.00
New Contract Sum:	$2,087,764.35
Percentage of Change to Contract:	3.92 %

Project:	Cerritos | Health & Wellness Complex	**Prime Change Order No:**	002
To:	Verne's Plumbing, Inc.	**Contract No:**	16-013-BC02-VER

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 the 11th day of April, ~~2017~~ 2018

Requested By:

2/21/18
Signature & Date

Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

4/16/2018
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

3/8/2018
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 3-21-18

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

2/27/18
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

2/27/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

03/02/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: August 24, 2017

Prime Change Order No: 001

Contract No: 16-013-BC02-VER
16P006-02A

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:

Description: Added 340ft of a new 6" gas line alonge the West eleavtin of teh Health Service Complex.

Reason: The 6" gas line was added in order to allow for the future construction of the Performing Arts Complex . The footprint of the PAC building is located were the existing gas line and gas meter is installed. A new gas meter is being located adjacent to parking lot C2 just to the North of the gym to allow for the future construction of the Performing Arts Complex building.

Benefit: The additional Gas line allows for installation of Future meter.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: **$58,732.35**

Time Extension: ..... 0 Work Days

SUMMARY OF COST:

Total this Change Order	**$58,732.35**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$2,009,000.00
Net Change by previous Change Order(s):	$0.00
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$2,009,000.00
Amount of Change Order No. 001	$58,732.35
New Contract Sum:	$2,067,732.35
Percentage of Change to Contract:	2.92 %

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC02-VER

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 the 4th day of October, 2017

Requested By:

08/25/17
Signature & Date

Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

10/13/2017
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

8/31/2017
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 9-12-17

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

8/25/17
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

8-25-17
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

8/30/17
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-02

BID CATEGORY: 02, Building & Site Plumbing

DOLLAR VALUE: $ 2,009,000.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Verne's Plumbing, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Verne's Plumbing, Inc.

Address: 8561 Whitaker Street, Buena Park, CA 90621
Phone: 714-994-1971
Fax: 714-994-2203

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Verne's Plumbing, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **16P006, Health and Wellness Complex**
   Category 02, Building & Site Plumbing

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

   In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **District Representatives**: Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type 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. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Million Nine Thousand and 00/100 Dollars

($ 2,009,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

VERNE'S PLUMBING, INC.

By: _____

Title: President

Print Name: Lawrence J. Verne

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 1 [Errors/Omissions], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex**

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Errors/Omissions] in the amount of $19,197 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 1 will be $19,197, increasing the contract amount to $6,385,951. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Brady Company/Los Angeles, Inc. of Anaheim, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 10 represents the Metal Stud Framing/Drywall/Plaster element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is $19,197. The original contract amount approved by the Board was $6,366,754. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the correction of design errors/omissions with the ceilings in Buildings A & D. The linear lighting in the locker rooms in Building A required additional structural support to prevent the suspended ceiling from sagging. The drywall ceiling called for in the contract documents in the shower areas of Buildings A & D was not permissible in high-humidity areas; the ceilings were changed to plaster to prevent the growth of mold and paint from peeling. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	November 14, 2018	$19,197	0.3%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Change Order No. 1 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.

Cerritos College

Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: October 02, 2018

Prime Change Order No: 001

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:	Health Wellness Building A
Description:	Added ceiling supports at the Men's and Women's locker rooms due to the linear lights.
Reason:	The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused teh ceiling to sag. Add "C" channels was required to support the suspended gypsum board ceiling from the deck
Benefit:	Provide structural support of the suspended ceiling.
Request By:	Architect
CO Type:	Design Errors / Omissions
	Change Amount: **$5,692.00**
	Time Extension: 0 Work Days

Item 1.02

Bldg/Area:	Health Wellness Building A and Building D.
Description:	Change drywall ceiling at Men's and Women's shower of Bldg. A and showers at Bldg. D to plaster ceiling
Reason:	The contract documents call for a drywall ceiling at the showers in the building A Men's and Women's locker room and building D showers also. Drywall ceiling are not allowed at high humidity areas due to moisture and therefore the ceilings at the showers needs to be change to plaster.
Benefit:	Prevents mold and paint from pealing at showers ceilings.
Request By:	Architect
CO Type:	Design Errors / Omissions
	Change Amount: **$13,505.00**
	Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	**$19,197.00**
Total Additional Work Days	**0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount:	$6,366,754.00
Net Change by previous Change Order(s):	$0.00
Net Change by previous Contract Adjustment(s):	$0.00
Net Sum prior to this Change Order:	$6,366,754.00
Amount of Change Order No. 001	$19,197.00
New Contract Sum:	$6,385,951.00
Percentage of Change to Contract:	0.30 %

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 001
Contract No: 16-013-BC10-BRA

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 the _____ day of _____, 2017

Requested By:

10/2/18

Signature & Date

Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

10/11/2018

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

10/11/18

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Reviewed By:

10/9/18

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-10

BID CATEGORY: 10, Metal Stud Framing/Drywall/Plaster

DOLLAR VALUE: $ 6,366,754.00

LIQUIDATED DAMAGES: $ 2,500 per day

CONTRACTOR: Brady Company/Los Angeles, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Brady Company/Los Angeles, Inc.

Address: 1010 No. Olive Street, Anaheim, CA 92807
Phone: 714-533-9850
Fax: 714-533-7113

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017,** by and between the **Cerritos Community College District** ("District") and **Brady Company/Los Angeles, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **16P006, Health and Wellness Complex**
   Category 10, Metal Stud Framing/Drywall/Plaster

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Coordination of Work**: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

   In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Execution of Work**: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **District Representatives**: Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-9, C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Six Million Three Hundred Sixty-Six Thousand Seven Hundred Fifty-Four and 00/100 Dollars

($ 6,366,754.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR	**DISTRICT**
BRADY COMPANY/LOS ANGELES, INC.	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: William Saddler	Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Purchase Orders for the Month of September 2018**

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of September 2018.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of purchase orders processed during the month of September 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

September 2018 – Purchase Order Report

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
09/04/18	0000069329	A		09/04/2018	DB PRODUCTION OF NW AR, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	18-19	1,916.00	
						09/04/2018	**0000069329**	**DB PRODUCTION OF NW AR, INC.**								**1,916.00**
09/04/18	0000069330	C		09/04/2018	IBARRA, BAUDELIO	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	761.60	
						09/04/2018	**0000069330**	**IBARRA, BAUDELIO**								**761.60**
09/04/18	0000069331	C		09/04/2018	THAYER, ROBERT	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	609.00	
						09/04/2018	**0000069331**	**THAYER, ROBERT**								**609.00**
09/04/18	0000069332	C		09/04/2018	MCCORMACK, JOHN	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	661.32	
						09/04/2018	**0000069332**	**MCCORMACK, JOHN**								**661.32**
09/04/18	0000069333	C		09/04/2018	AMERICAN PHYSICAL THERAPY	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	18-19	4,250.00	
						09/04/2018	**0000069333**	**AMERICAN PHYSICAL THERAPY**								**4,250.00**
09/04/18	0000069334	A		09/04/2018	MKH ELECTRONICS, INC.	MISCELLANEOUS	Health Professions	01.0	00000.0	00000	02530	5630	1201000	18-19	375.00	
						09/04/2018	**0000069334**	**MKH ELECTRONICS, INC.**								**375.00**
09/04/18	0000069335	C		09/04/2018	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	43.80	
						09/04/2018	**0000069335**	**TCB PRINTING**								**43.80**
09/04/18	0000069336	C		09/04/2018	SACRAMENTO COUNTY OFFICE ED.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	115.00	
						09/04/2018	**0000069336**	**SACRAMENTO COUNTY OFFICE ED.**								**115.00**
09/04/18	0000069337	C		09/21/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	158.97	
						09/04/2018	**0000069337**	**BANK OF AMERICA**								**158.97**

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
09/04/18	0000069338	C		09/04/2018	DOUBLETREE BY HILTON	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	154.98	
						09/04/2018	**0000069338**	**DOUBLETREE BY HILTON SACRAMENTO**								**154.98**
09/04/18	0000069339	C		09/04/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	2,780.20	
						09/04/2018	**0000069339**	**IMAGE 2000, INC.**								**2,780.20**
09/04/18	0000069340	C		09/04/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,482.94	
						09/04/2018	**0000069340**	**US BANK EQUIPMENT FINANCE**								**8,482.94**
09/05/18	0000069341	C		09/05/2018	MONROY, RYAN	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	770.32	
						09/05/2018	**0000069341**	**MONROY, RYAN**								**770.32**
09/05/18	0000069342	C		09/05/2018	PIRTLE, SARAH	REIMBURSEMENT	Management Information	39.0	00000.0	00000	74790	4550	6780000	18-19	148.57	
						09/05/2018	**0000069342**	**PIRTLE, SARAH**								**148.57**
09/05/18	0000069343	A		09/05/2018	BIBLIOTHECA, LCC	LIBRARY SUPP/EQUIP	Library	01.0	00000.0	00000	02220	5810	6120000	18-19	4,243.86	
						09/05/2018	**0000069343**	**BIBLIOTHECA, LCC**								**4,243.86**
09/05/18	0000069344	C		09/05/2018	DAILY JOURNAL CORPORATION	ADVERTISING	Purchasing	01.0	00000.0	00000	04300	5790	6722000	18-19	331.80	
						09/05/2018	**0000069344**	**DAILY JOURNAL CORPORATION**								**331.80**
09/05/18	0000069345	A		09/05/2018	PIVOT INTERIORS, INC	MISCELLANEOUS	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	18-19	18.62	
						09/05/2018	**0000069345**	**PIVOT INTERIORS, INC**								**18.62**
09/05/18	0000069346	C		09/05/2018	JOBSPEAKER	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70261	4550	6190000	18-19	1,140.00	
						09/05/2018	**0000069346**	**JOBSPEAKER**								**1,140.00**
09/05/18	0000069347	C		09/05/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Physical Property-Related	42.2	00000.0	00000	65004	4550	7100000	18-19	111.89	

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
						09/05/2018	**0000069347**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**111.89**
09/11/18	0000069348	A		09/11/2018	ACBO	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	18-19	385.00	
						09/11/2018	**0000069348**	**ACBO**								**385.00**
09/06/18	0000069349	A		09/20/2018	MERIT SOFTWARE	SOFTWARE	Disabled Students	01.3	00000.0	00000	79000	6310	6420000	18-19	292.00	
						09/06/2018	**0000069349**	**MERIT SOFTWARE**								**292.00**
09/06/18	0000069350	C		09/22/2018	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	38.26	
						09/06/2018	**0000069350**	**AMAZON**								**38.26**
09/06/18	0000069351	A	2	09/28/2018	SIGURDSON SALES & SERVICE, INC.	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	18-19	11,904.96	
						09/06/2018	**0000069351**	**SIGURDSON SALES & SERVICE, INC.**								**11,904.96**
09/06/18	0000069352	C		09/06/2018	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	18-19	148.92	
						MISCELLANEOUS		01.0	00000.0	00000	02520	5830	6190000	18-19	18.00	
						09/06/2018	**0000069352**	**RAN GRAPHICS**								**166.92**
09/06/18	0000069353	C		09/22/2018	AMAZON	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	192.74	
						09/06/2018	**0000069353**	**AMAZON**								**192.74**
09/06/18	0000069354	C		09/21/2018	BANK OF AMERICA	LIBRARY SUPP/EQUIP	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	103.87	
						09/06/2018	**0000069354**	**BANK OF AMERICA**								**103.87**
09/06/18	0000069355	A		09/06/2018	BARNES & NOBLE	BOOKS	Oth Instr Sup Services	01.3	00000.0	02321	72000	4100	6190000	18-19	1,410.91	
						09/06/2018	**0000069355**	**BARNES & NOBLE**								**1,410.91**

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
09/06/18	0000069356	A		09/06/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	6,553.45	
						09/06/2018	**0000069356**	**GOLDEN STAR TECHNOLOGY INC.**								**6,553.45**
09/06/18	0000069357	C		09/06/2018	RAN GRAPHICS	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	18-19	315.03	
						09/06/2018	**0000069357**	**RAN GRAPHICS**								**315.03**
09/06/18	0000069358	C		09/06/2018	TCB PRINTING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	18-19	31.76	
						09/06/2018	**0000069358**	**TCB PRINTING**								**31.76**
09/06/18	0000069359	C		09/06/2018	COMPUTERLAND - SILICON VALLEY	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	11,747.66	
						09/06/2018	**0000069359**	**COMPUTERLAND - SILICON VALLEY**								**11,747.66**
09/06/18	0000069360	A		09/06/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5810	6780000	18-19	6,220.88	
						09/06/2018	**0000069360**	**GOLDEN STAR TECHNOLOGY INC.**								**6,220.88**
09/06/18	0000069361	X	2	10/05/2018	HEARST MAGAZINES	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4200	3057000	18-19	30.00	
						09/06/2018	**0000069361**	**HEARST MAGAZINES**								**30.00**
09/07/18	0000069362	A		09/07/2018	DUFF & PHELPS, LLC	CONTRACT CONSULTANTS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	18-19	5,200.00	
						09/07/2018	**0000069362**	**DUFF & PHELPS, LLC**								**5,200.00**
09/07/18	0000069363	C		09/07/2018	GONZALEZ, LIZETTE	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	1,469.33	
						09/07/2018	**0000069363**	**GONZALEZ, LIZETTE**								**1,469.33**
09/07/18	0000069364	A		09/07/2018	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	1,478.22	
						09/07/2018	**0000069364**	**WOODCRAFT #553**								**1,478.22**
09/07/18	0000069365	C		09/22/2018	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	26.24	

PO Date	PO #	Stat	Change Ord#	Change Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						09/07/2018	**0000069365**	**AMAZON**								**26.24**
09/07/18	0000069366	C		09/22/2018	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	27.35	
						09/07/2018	**0000069366**	**AMAZON**								**27.35**
09/08/18	0000069367	C		09/08/2018	WOLZINGER, RENAH	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76616	5810	6190000	18-19	5,184.00	
						09/08/2018	**0000069367**	**WOLZINGER, RENAH**								**5,184.00**
09/08/18	0000069368	C		09/08/2018	SCRTTC	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76616	5810	6190000	18-19	9,846.00	
						09/08/2018	**0000069368**	**SCRTTC**								**9,846.00**
09/08/18	0000069369	C		09/08/2018	PHILLIPS DESIGN	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76616	5810	6190000	18-19	6,999.53	
						09/08/2018	**0000069369**	**PHILLIPS DESIGN**								**6,999.53**
09/08/18	0000069370	C		09/08/2018	COUNCIL SUPPLY CHAIN MANAGE	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76616	5310	6190000	18-19	885.00	
						09/08/2018	**0000069370**	**COUNCIL SUPPLY CHAIN MANAGE PROFESSIONAL**								**885.00**
09/08/18	0000069371	C		09/08/2018	SCRTTC	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	76616	5310	6190000	18-19	1,000.00	
						09/08/2018	**0000069371**	**SCRTTC**								**1,000.00**
09/08/18	0000069372	C		09/08/2018	SACRAMENTO CLEAN CITIES	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	76616	5830	6190000	18-19	3,000.00	
						09/08/2018	**0000069372**	**SACRAMENTO CLEAN CITIES COALITION**								**3,000.00**
09/08/18	0000069373	C		09/08/2018	PRESCOTT HARDWARE &	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	16.43	
						09/08/2018	**0000069373**	**PRESCOTT HARDWARE & SHEET**								**16.43**
09/08/18	0000069374	A		09/08/2018	M. HARA LAWNMOWER	GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	1,642.23	

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						09/08/2018	**0000069374**	**M. HARA LAWNMOWER CENTER**								**1,642.23**
09/08/18	0000069375	A		09/08/2018	SOUTHERN CALIFORNIA COMM	MISCELLANEOUS	Fiscal Operations	61.1	00000.0	00000	04100	5410	6720000	18-19	1,047,739.00	
						09/08/2018	**0000069375**	**SOUTHERN CALIFORNIA COMM COLL DIST JPA**								**1,047,739.00**
09/08/18	0000069376	A		09/08/2018	MONET MEDICAL INC.	MEDICAL & LAB SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70267	4320	6190000	18-19	1,660.46	
								01.3	00000.0	00000	70267	6450	6190000	18-19	8,507.13	
						09/08/2018	**0000069376**	**MONET MEDICAL INC.**								**10,167.59**
09/08/18	0000069377	A		09/08/2018	DICK BLICK COMPANY	ART SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	309.56	
						09/08/2018	**0000069377**	**DICK BLICK COMPANY**								**309.56**
09/08/18	0000069378	P		09/17/2018	BANK OF AMERICA	ART SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	155.00	
						09/08/2018	**0000069378**	**BANK OF AMERICA**								**155.00**
09/08/18	0000069379	C		09/22/2018	AMAZON	BOOKS	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	53.33	
						09/08/2018	**0000069379**	**AMAZON**								**53.33**
09/08/18	0000069380	C		09/08/2018	KINGSTON, MICHELE	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	269.99	
						09/08/2018	**0000069380**	**KINGSTON, MICHELE**								**269.99**
09/08/18	0000069381	A		09/08/2018	DISCOUNT SCHOOL SUPPLY	ART SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	1,741.40	
						09/08/2018	**0000069381**	**DISCOUNT SCHOOL SUPPLY**								**1,741.40**
09/08/18	0000069382	A		09/08/2018	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	18-19	359.38	
						09/08/2018	**0000069382**	**FOUNDATION FOR CALIFORNIA COMMUNITY COLL**								**359.38**
09/08/18	0000069383	P		09/08/2018	AMAZON	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	599.58	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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						09/08/2018	**0000069383**	**AMAZON**								**599.58**
09/08/18	0000069385	A		09/08/2018	COMPOSITES ONE	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.1	00000.0	00100	02600	4325	0964000	18-19	2,000.11	
						09/08/2018	**0000069385**	**COMPOSITES ONE**								**2,000.11**
09/08/18	0000069386	C		09/08/2018	GRAINGER	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.1	00000.0	00100	02600	4325	0964000	18-19	586.83	
						09/08/2018	**0000069386**	**GRAINGER**								**586.83**
09/08/18	0000069387	C		09/08/2018	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	202.15	
						09/08/2018	**0000069387**	**RAN GRAPHICS**								**202.15**
09/08/18	0000069388	A		09/08/2018	HARBOR FREIGHT TOOL	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	204.07	
						09/08/2018	**0000069388**	**HARBOR FREIGHT TOOL**								**204.07**
09/08/18	0000069389	P		09/19/2018	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	267.12	
						09/08/2018	**0000069389**	**BANK OF AMERICA**								**267.12**
09/08/18	0000069390	C		09/10/2018	AIRGAS USA, LLC	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	1,237.35	
						09/08/2018	**0000069390**	**AIRGAS USA, LLC**								**1,237.35**
09/08/18	0000069391	C		09/12/2018	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	393.97	
						09/08/2018	**0000069391**	**MacDEVITT, JAMES**								**393.97**
09/08/18	0000069392	C		09/12/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	117.27	
						09/08/2018	**0000069392**	**HIROHAMA, STEVEN**								**117.27**
09/08/18	0000069393	P		09/14/2018	AMAZON	LABORATORY SUPP/EQUIP	Film Making	01.1	00000.0	00100	02520	4325	1057000	18-19	687.21	

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						09/08/2018	**0000069393**	**AMAZON**								**687.21**
09/08/18	0000069394	C		09/12/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	236.06	
						09/08/2018	**0000069394**	**MCKINLEY, COLLEEN**								**236.06**
09/10/18	0000069395	P		09/10/2018	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	663.21	
						09/10/2018	**0000069395**	**AMAZON**								**663.21**
09/11/18	0000069396	A		09/11/2018	COMMUNITY COLLEGE INTERNAL	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5210	6720000	18-19	85.00	
						09/11/2018	**0000069396**	**COMMUNITY COLLEGE INTERNAL AUDITORS**								**85.00**
09/11/18	0000069397	C		09/11/2018	EXCELENCIA IN EDUCATION	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	359.00	
								01.0	00000.0	00000	02110	5210	6016000	18-19	718.00	
						09/11/2018	**0000069397**	**EXCELENCIA IN EDUCATION**								**1,077.00**
09/11/18	0000069398	C		09/11/2018	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	18-19	1,801.96	
						09/11/2018	**0000069398**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**1,801.96**
09/11/18	0000069399	A		09/11/2018	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76616	4550	6190000	18-19	217.41	
								01.3	00000.0	00000	76616	6460	6190000	18-19	1,111.21	
						09/11/2018	**0000069399**	**CDW-GOVERNMENT INC**								**1,328.62**
09/11/18	0000069400	A		09/11/2018	DEWEY PEST CONTROL	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	950.00	
						09/11/2018	**0000069400**	**DEWEY PEST CONTROL**								**950.00**
09/11/18	0000069401	C		09/11/2018	MAXIENT, LLC	NON-INSTRUCTIONAL SUPPLIES	Student Activities	01.0	00000.0	00000	03300	5810	6451000	18-19	4,500.00	
						09/11/2018	**0000069401**	**MAXIENT, LLC**								**4,500.00**

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09/11/18	0000069402	C		09/11/2018	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	18-19	495.00	
						09/11/2018	**0000069402**	**CA COMM COLLEGE ASSO FOR OCCUPATIONAL ED**								**495.00**
09/11/18	0000069404	C		09/11/2018	THE WESTIN MISSION HILLS	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	202.72	
						09/11/2018	**0000069404**	**THE WESTIN MISSION HILLS**								**202.72**
09/11/18	0000069405	C		09/11/2018	THE WESTIN MISSION HILLS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	202.72	
						09/11/2018	**0000069405**	**THE WESTIN MISSION HILLS**								**202.72**
09/12/18	0000069406	C		09/12/2018	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	21.90	
						09/12/2018	**0000069406**	**TCB PRINTING**								**21.90**
09/12/18	0000069407	A		09/12/2018	AAA ELECTRICAL SUPPLY, INC.	LIGHTING SUPP/EQUIP/MAINT/SY	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	18-19	2,052.03	
						09/12/2018	**0000069407**	**AAA ELECTRICAL SUPPLY, INC.**								**2,052.03**
09/12/18	0000069408	A		09/12/2018	OSCAR'S ELECTRIC INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	5,545.00	
						09/12/2018	**0000069408**	**OSCAR'S ELECTRIC INC.**								**5,545.00**
09/12/18	0000069409	A		09/12/2018	PLAN NET CONSULTING LLC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	7,000.00	
						09/12/2018	**0000069409**	**PLAN NET CONSULTING LLC**								**7,000.00**
09/12/18	0000069410	A		09/12/2018	ANDERSON CHARNESKY	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	18-19	8,038.00	
						09/12/2018	**0000069410**	**ANDERSON CHARNESKY STRUCTURAL STEEL, INC**								**8,038.00**
09/12/18	0000069411	A		09/12/2018	KI	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	18-19	1,888.88	
						09/12/2018	**0000069411**	**KI**								**1,888.88**
09/13/18	0000069412	C		09/13/2018	PRESS TELEGRAM	ADVERTISING	Purchasing	01.0	00000.0	00000	04300	5790	6722000	18-19	1,595.63	

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						09/13/2018	**0000069412**	**PRESS TELEGRAM**								**1,595.63**
09/13/18	0000069413	A		09/17/2018	KAR TINT, INC.	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	5890	6016000	18-19	175.00	
						09/13/2018	**0000069413**	**KAR TINT, INC.**								**175.00**
09/13/18	0000069414	C		09/14/2018	DIABLO VALLEY COLLEGE	MEMBERSHIPS	Computer Integrated Mfg	01.0	00000.0	00000	02570	5310	6196000	18-19	300.00	
						09/13/2018	**0000069414**	**DIABLO VALLEY COLLEGE**								**300.00**
09/13/18	0000069415	A		09/15/2018	BLUE FORCE GEAR, INC.	FIRST AID SUPP/EQUIP	Health Services	69.0	00000.0	00000	03310	6460	6440000	18-19	1,944.72	
						09/13/2018	**0000069415**	**BLUE FORCE GEAR, INC.**								**1,944.72**
09/13/18	0000069416	C		09/14/2018	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	67.68	
						09/13/2018	**0000069416**	**HIROHAMA, STEVEN**								**67.68**
09/13/18	0000069417	A		09/20/2018	SO TECH/SPECIAL OPERATIONS	FIRST AID SUPP/EQUIP	Health Services	69.0	00000.0	00000	03310	6460	6440000	18-19	854.10	
						09/13/2018	**0000069417**	**SO TECH/SPECIAL OPERATIONS TECHNOLOGIES**								**854.10**
09/13/18	0000069418	C		09/14/2018	SOUTHERN 30/EEDEC	MEMBERSHIPS	Fiscal Operations	01.3	00000.0	00000	74500	5310	6720000	18-19	200.00	
						09/13/2018	**0000069418**	**SOUTHERN 30/EEDEC**								**200.00**
09/13/18	0000069419	C		09/14/2018	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.1	00000.0	00100	02520	4325	1055000	18-19	65.70	
						09/13/2018	**0000069419**	**NAIMIE'S BEAUTY CENTER**								**65.70**
09/13/18	0000069420	A		09/14/2018	BUFFINGTON, DEBORAH	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	4550	6016000	18-19	166.94	
						09/13/2018	**0000069420**	**BUFFINGTON, DEBORAH**								**166.94**
09/13/18	0000069421	A		09/14/2018	YORKE, CARLA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	18-19	162.43	

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						09/13/2018	**0000069421**	**YORKE, CARLA**								**162.43**
09/13/18	0000069422	A		09/17/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	2,179.78	
						09/13/2018	**0000069422**	**GOLDEN STAR TECHNOLOGY INC.**								**2,179.78**
09/13/18	0000069423	A		09/17/2018	KLM BIO SCIENTIFIC	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	117.71	
						09/13/2018	**0000069423**	**KLM BIO SCIENTIFIC**								**117.71**
09/13/18	0000069424	A		09/17/2018	APPLE INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	1,080.00	
						09/13/2018	**0000069424**	**APPLE INC**								**1,080.00**
09/13/18	0000069425	C		09/17/2018	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	48.18	
						09/13/2018	**0000069425**	**TCB PRINTING**								**48.18**
09/13/18	0000069426	A		09/13/2018	SANTOS, JUAN CARLOS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	3,500.00	
						09/13/2018	**0000069426**	**SANTOS, JUAN CARLOS**								**3,500.00**
09/13/18	0000069427	C		09/14/2018	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	908.27	
						09/13/2018	**0000069427**	**MacDEVITT, JAMES**								**908.27**
09/13/18	0000069428	A		09/17/2018	HARBOR FREIGHT TOOL	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	453.32	
						09/13/2018	**0000069428**	**HARBOR FREIGHT TOOL**								**453.32**
09/13/18	0000069429	P		09/14/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	109.44	
						09/13/2018	**0000069429**	**AMAZON**								**109.44**
09/13/18	0000069430	C		09/13/2018	INTERSECTION MEDIA, LLC	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70025	5830	6190000	18-19	7,800.00	

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						09/13/2018	**0000069430**	**INTERSECTION MEDIA, LLC**								**7,800.00**
09/14/18	0000069431	A		09/17/2018	VIA PROMOTIONALS INC.	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00100	03400	4550	6310000	18-19	845.94	
						09/14/2018	**0000069431**	**VIA PROMOTIONALS INC.**								**845.94**
09/14/18	0000069432	C		09/14/2018	YORKE, CARLA	REIMBURSEMENT	Instructional Office	39.1	00000.0	00006	79850	7630	6016000	18-19	1,007.20	
						09/14/2018	**0000069432**	**YORKE, CARLA**								**1,007.20**
09/14/18	0000069433	C		09/17/2018	RUSS BASSETT CORP.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	430.44	
						09/14/2018	**0000069433**	**RUSS BASSETT CORP.**								**430.44**
09/14/18	0000069434	A		09/14/2018	REGISTRATIONS FOR YOU	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70310	5210	6190000	18-19	345.00	
						09/14/2018	**0000069434**	**REGISTRATIONS FOR YOU**								**345.00**
09/14/18	0000069435	C		09/14/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	18-19	75.00	
						09/14/2018	**0000069435**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**75.00**
09/14/18	0000069436	C		09/14/2018	WESCO	MAINTENANCE SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	5630	1951000	18-19	210.95	
						09/14/2018	**0000069436**	**WESCO**								**210.95**
09/14/18	0000069437	A		09/14/2018	DEL VALLE, RICHARD	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069437**	**DEL VALLE, RICHARD**								**400.00**
09/14/18	0000069438	A		09/14/2018	WOOD, CONNOR	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069438**	**WOOD, CONNOR**								**400.00**
09/14/18	0000069439	A		09/14/2018	WENCESLAO, ALEJANDRA	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	

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						09/14/2018	**0000069439**	**WENCESLAO, ALEJANDRA**								**400.00**
09/14/18	0000069440	A		09/14/2018	SALAZAR, JOSE	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069440**	**SALAZAR, JOSE**								**400.00**
09/14/18	0000069441	A		09/14/2018	LAUREANO, ADRIANA	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069441**	**LAUREANO, ADRIANA**								**400.00**
09/14/18	0000069442	A		09/14/2018	CHEN,JING	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069442**	**CHEN,JING**								**400.00**
09/20/18	0000069443	A		09/20/2018	GALLS INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	284.58	
						09/20/2018	**0000069443**	**GALLS INC.**								**284.58**
09/14/18	0000069444	A		09/14/2018	LAZARO, JOSEPH	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069444**	**LAZARO, JOSEPH**								**400.00**
09/14/18	0000069445	A		09/14/2018	SLOSON-ARCHER, ERIYANNA	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069445**	**SLOSON-ARCHER, ERIYANNA**								**400.00**
09/14/18	0000069446	A		09/14/2018	CRUZ, ASHLEY	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	400.00	
						09/14/2018	**0000069446**	**CRUZ, ASHLEY**								**400.00**
09/14/18	0000069447	A		09/14/2018	WOODWORKER WEST	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5830	0986000	18-19	43.80	
						09/14/2018	**0000069447**	**WOODWORKER WEST**								**43.80**
09/14/18	0000069448	A		09/17/2018	PARKING & PROPERTY ID, a Div	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	512.18	

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						09/14/2018	**0000069448**	**PARKING & PROPERTY ID, a Div of NAFCO**								**512.18**
09/17/18	0000069449	C		09/17/2018	MELLGOZA, RAMONA	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	2,000.00	
						09/17/2018	**0000069449**	**MELLGOZA, RAMONA**								**2,000.00**
09/17/18	0000069450	C		09/17/2018	RAN GRAPHICS	PRINTING SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	724.34	
						09/17/2018	**0000069450**	**RAN GRAPHICS**								**724.34**
09/17/18	0000069451	C		09/17/2018	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	1,785.00	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	3,534.00	
						09/17/2018	**0000069451**	**PARKER & COVERT, L.L.P.**								**5,319.00**
09/17/18	0000069452	C		09/17/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	1,612.50	
						09/17/2018	**0000069452**	**ATKINSON, ANDELSON, LOYA, RUUD**								**1,612.50**
09/17/18	0000069453	C		09/17/2018	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	362.50	
						09/17/2018	**0000069453**	**ATKINSON, ANDELSON, LOYA, RUUD**								**362.50**
09/17/18	0000069454	A		09/17/2018	MENKE MARKING DEVICES INC.	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	471.58	
						09/17/2018	**0000069454**	**MENKE MARKING DEVICES INC.**								**471.58**
09/17/18	0000069455	A		09/17/2018	TCB PRINTING	OFFICE SUPPLIES	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	18-19	21.90	
						09/17/2018	**0000069455**	**TCB PRINTING**								**21.90**
09/17/18	0000069456	A		09/17/2018	TCB PRINTING	MISCELLANEOUS	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	18-19	26.28	
						09/17/2018	**0000069456**	**TCB PRINTING**								**26.28**

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09/17/18	0000069457	P		09/17/2018	BANK OF AMERICA	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	362.97	
								01.3	00000.0	00000	70780	4320	6920000	18-19	362.98	
						09/17/2018	**0000069457**	**BANK OF AMERICA**								**725.95**
09/17/18	0000069458	A		09/17/2018	DIVERSIFIED BUSINESS SERVICES	ADVERTISING	School Relations	01.0	00000.0	00000	03320	5830	6493000	18-19	563.04	
						MISCELLANEOUS		01.0	00000.0	00000	03320	5830	6493000	18-19	53.63	
						09/17/2018	**0000069458**	**DIVERSIFIED BUSINESS SERVICES**								**616.67**
09/17/18	0000069459	C		09/17/2018	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	850.00	
						09/17/2018	**0000069459**	**KEENAN & ASSOCIATES**								**850.00**
09/17/18	0000069460	C		09/17/2018	KAPLAN	MISCELLANEOUS	Health	01.3	00000.0	00000	75305	4320	1200000	18-19	5,535.00	
						09/17/2018	**0000069460**	**KAPLAN**								**5,535.00**
09/17/18	0000069461	A		09/17/2018	RAN GRAPHICS	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4390	6016000	18-19	6,798.86	
						09/17/2018	**0000069461**	**RAN GRAPHICS**								**6,798.86**
09/17/18	0000069462	C		09/17/2018	ACCREDITATION COMMISSION FOR	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	18-19	2,875.00	
						09/17/2018	**0000069462**	**ACCREDITATION COMMISSION FOR EDUCATION**								**2,875.00**
09/17/18	0000069463	A		09/17/2018	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Dental Assisting	01.0	00000.0	00000	02530	4320	1240100	18-19	1,014.41	
						09/17/2018	**0000069463**	**HENRY SCHEIN INC**								**1,014.41**
09/17/18	0000069464	A		09/17/2018	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	18-19	238.57	
						09/17/2018	**0000069464**	**HENRY SCHEIN INC**								**238.57**
09/17/18	0000069465	C		09/17/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70261	4550	6190000	18-19	549.88	

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						09/17/2018	**0000069465**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**549.88**
09/17/18	0000069466	P		09/17/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	45.43	
						09/17/2018	**0000069466**	**AMAZON**								**45.43**
09/17/18	0000069467	A		09/17/2018	HARBOR FREIGHT TOOL	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	202.56	
						09/17/2018	**0000069467**	**HARBOR FREIGHT TOOL**								**202.56**
09/17/18	0000069468	P		09/17/2018	AMAZON	BOOKS	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	139.00	
						09/17/2018	**0000069468**	**AMAZON**								**139.00**
09/18/18	0000069470	C		09/18/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	18-19	75.00	
						09/18/2018	**0000069470**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**75.00**
09/18/18	0000069471	C		09/18/2018	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	18-19	705.00	
						09/18/2018	**0000069471**	**COMMUNITY COLLEGE LEAGUE of CALIFORNIA**								**705.00**
09/18/18	0000069472	C		09/18/2018	THE WESTIN MISSION HILLS	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	18-19	608.16	
						09/18/2018	**0000069472**	**THE WESTIN MISSION HILLS**								**608.16**
09/18/18	0000069473	A		09/18/2018	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	2,031.64	
						09/18/2018	**0000069473**	**CDW-GOVERNMENT INC**								**2,031.64**
09/18/18	0000069474	C		09/18/2018	HEALTHIMPACT	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	879.00	
						09/18/2018	**0000069474**	**HEALTHIMPACT**								**879.00**
09/18/18	0000069475	C		09/18/2018	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	17.94	

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						09/18/2018	**0000069475**	**EBSCO INFORMATION SERVICES**								**17.94**
09/18/18	0000069476	A		09/18/2018	COMMUNITY PLAYTHINGS	FURNITURE, SCHOOL	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	302.22	
								01.3	00000.0	00000	70770	6450	6920000	18-19	8,992.14	
						INSTRUCTIONAL SUPPLIES		01.3	00000.0	00000	70770	4320	6920000	18-19	1,782.67	
								01.3	00000.0	00000	70770	6450	6920000	18-19	1,467.30	
						09/18/2018	**0000069476**	**COMMUNITY PLAYTHINGS**								**12,544.33**
09/18/18	0000069477	A		09/20/2018	GRAINGER	AUTOMOTIVE SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	6450	0951000	18-19	2,519.44	
						09/18/2018	**0000069477**	**GRAINGER**								**2,519.44**
09/18/18	0000069478	A		09/18/2018	EASTBAY TEAM SALES	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	18-19	1,291.73	
						09/18/2018	**0000069478**	**EASTBAY TEAM SALES**								**1,291.73**
09/19/18	0000069479	C		09/19/2018	STOLZE, W. TED	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	1,217.74	
						09/19/2018	**0000069479**	**STOLZE, W. TED**								**1,217.74**
09/19/18	0000069480	A		09/19/2018	SCANTRON CORPORATION	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	5810	6780000	18-19	6,688.00	
						09/19/2018	**0000069480**	**SCANTRON CORPORATION**								**6,688.00**
09/19/18	0000069481	A		09/19/2018	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	300.00	
						09/19/2018	**0000069481**	**ASSOCIATION OF COMMUNITY & CONTINUING ED**								**300.00**
09/19/18	0000069482	C		09/20/2018	HYATT REGENCY MONTEREY HOTEL &	CONFERENCE AND TRAVEL	Auxiliary Operations	01.3	00000.0	00000	71200	5210	7000000	18-19	544.68	
						09/19/2018	**0000069482**	**HYATT REGENCY MONTEREY HOTEL & SPA**								**544.68**
09/19/18	0000069483	C		09/19/2018	VIA PROMOTIONALS INC.	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	38.33	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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						09/19/2018	**0000069483**	**VIA PROMOTIONALS INC.**								**38.33**
09/20/18	0000069484	A		09/21/2018	RODGER'S CATERING	CAFETERIA SUPP/EQUIP	Institutional Effectiveness	01.3	00000.0	03007	73460	4550	6712000	18-19	216.82	
						CATERING SERVICES		01.3	00000.0	03007	73460	4550	6712000	18-19	134.69	
						09/20/2018	**0000069484**	**RODGER'S CATERING**								**351.51**
09/20/18	0000069485	A		09/21/2018	PAZ, RICARDO	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	18-19	2,874.38	
						09/20/2018	**0000069485**	**PAZ, RICARDO**								**2,874.38**
09/20/18	0000069486	C		09/21/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	18-19	200.16	
						09/20/2018	**0000069486**	**HILL, SHELIA**								**200.16**
09/20/18	0000069487	A		09/20/2018	LANGUAGE LINE SERVICES	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5830	6016000	18-19	278.89	
						09/20/2018	**0000069487**	**LANGUAGE LINE SERVICES**								**278.89**
09/20/18	0000069488	A		09/21/2018	BUDGET RENTA A CAR NORWALK	BUSES	Physical Sciences	01.0	00000.0	00000	02570	5610	1951000	18-19	286.87	
						09/20/2018	**0000069488**	**BUDGET RENTA A CAR NORWALK**								**286.87**
09/20/18	0000069489	A	1	09/26/2018	RAN GRAPHICS	ADVERTISING	Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	18-19	273.33	
						09/20/2018	**0000069489**	**RAN GRAPHICS**								**273.33**
09/20/18	0000069490	A		09/21/2018	READY REFRESH BY NESTLE	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00000	03400	4550	6310000	18-19	179.71	
						09/20/2018	**0000069490**	**READY REFRESH BY NESTLE**								**179.71**
09/20/18	0000069491	A	1	09/24/2018	INTERLINK INNOVATIONS	ADVERTISING	Other Physical Sciences	01.3	00000.0	03004	73460	5830	1999000	18-19	695.06	
						09/20/2018	**0000069491**	**INTERLINK INNOVATIONS**								**695.06**
09/20/18	0000069492	C		09/21/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	57.26	

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						09/20/2018	**0000069492**	**MCKINLEY, COLLEEN**								**57.26**
09/20/18	0000069493	A		09/20/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	1,363.38	
						09/20/2018	**0000069493**	**GOLDEN STAR TECHNOLOGY INC.**								**1,363.38**
09/20/18	0000069494	A		09/20/2018	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	228.45	
						09/20/2018	**0000069494**	**CAROLINA BIOLOGICAL SUPPLY**								**228.45**
09/20/18	0000069495	A		09/20/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00006	73840	6450	7100000	18-19	178.78	
						09/20/2018	**0000069495**	**GOLDEN STAR TECHNOLOGY INC.**								**178.78**
09/20/18	0000069496	C		09/21/2018	RODGER'S CATERING	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	18-19	509.18	
						09/20/2018	**0000069496**	**RODGER'S CATERING**								**509.18**
09/20/18	0000069497	A		09/20/2018	B & H PHOTO VIDEO	AUDIOVISUAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	793.57	
						09/20/2018	**0000069497**	**B & H PHOTO VIDEO**								**793.57**
09/20/18	0000069498	A		09/20/2018	APPLE DISTRIBUTORS	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	2,956.50	
						09/20/2018	**0000069498**	**APPLE DISTRIBUTORS**								**2,956.50**
09/20/18	0000069499	A		09/21/2018	BARNES & NOBLE	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	375.75	
						09/20/2018	**0000069499**	**BARNES & NOBLE**								**375.75**
09/20/18	0000069500	A		09/20/2018	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	50.19	
						09/20/2018	**0000069500**	**DICK BLICK COMPANY**								**50.19**
09/20/18	0000069501	A		09/20/2018	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	59.35	

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						09/20/2018	**0000069501**	**FLINN SCIENTIFIC INC**								**59.35**
09/20/18	0000069502	P		09/21/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	32.60	
						09/20/2018	**0000069502**	**AMAZON**								**32.60**
09/20/18	0000069503	A		09/20/2018	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	26.28	
						09/20/2018	**0000069503**	**TCB PRINTING**								**26.28**
09/20/18	0000069504	C		09/21/2018	AMATYC OFFICE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	510.00	
						09/20/2018	**0000069504**	**AMATYC OFFICE**								**510.00**
09/20/18	0000069505	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	5,184.00	
						09/20/2018	**0000069505**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**5,184.00**
09/20/18	0000069506	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	3,701.00	
						09/20/2018	**0000069506**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**3,701.00**
09/20/18	0000069507	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	3,495.00	
						09/20/2018	**0000069507**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**3,495.00**
09/20/18	0000069508	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	1,534.00	
						09/20/2018	**0000069508**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**1,534.00**
09/20/18	0000069509	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	1,923.00	
						09/20/2018	**0000069509**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**1,923.00**
09/20/18	0000069510	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	2,782.00	

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						09/20/2018	**0000069510**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**2,782.00**
09/20/18	0000069511	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	1,923.00	
						09/20/2018	**0000069511**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**1,923.00**
09/20/18	0000069512	C		09/22/2018	CALIF DEPARTMENT OF HEALTH CARE	ACCOUNTING SERVICES	District	01.3	00000.0	79000	73330	7310	0000000	18-19	2,782.00	
						09/20/2018	**0000069512**	**CALIF DEPARTMENT OF HEALTH CARE SERVICES**								**2,782.00**
09/20/18	0000069513	A		09/20/2018	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	53.73	
						09/20/2018	**0000069513**	**STAPLES ADVANTAGE**								**53.73**
09/20/18	0000069514	A		09/20/2018	SIERRA DISPLAY, INC.	HARDWARE, FASTENERS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	5,030.43	
						09/20/2018	**0000069514**	**SIERRA DISPLAY, INC.**								**5,030.43**
09/20/18	0000069515	P		09/21/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	227.86	
						09/20/2018	**0000069515**	**AMAZON**								**227.86**
09/20/18	0000069516	A		09/20/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	5,547.88	
						09/20/2018	**0000069516**	**IMAGE 2000, INC.**								**5,547.88**
09/21/18	0000069517	A		09/21/2018	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	18-19	712.13	
						09/21/2018	**0000069517**	**KTS NETWORK SOLUTIONS**								**712.13**
09/21/18	0000069518	A		09/21/2018	APPLE INC	COMPUTER SUPP/EQUIP	Child Development	01.0	00000.0	00000	02700	4320	6920000	18-19	955.46	
								01.0	00000.0	00000	02700	6450	6920000	18-19	1,636.91	
								01.3	00000.0	00000	70770	4320	6920000	18-19	955.46	
								01.3	00000.0	00000	70780	4320	6920000	18-19	984.42	

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09/21/18	0000069518	A		09/21/2018	APPLE INC	COMPUTER SUPP/EQUIP	Child Development	01.3	00000.0	00000	70770	6450	6920000	18-19	1,636.92	
								01.3	00000.0	00000	70780	6450	6920000	18-19	1,686.52	
						09/21/2018	**0000069518**	**APPLE INC**								**7,855.69**
09/21/18	0000069519	C		09/21/2018	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	7,833.29	
						09/21/2018	**0000069519**	**CERRITOS COLLEGE DISTRICT**								**7,833.29**
09/22/18	0000069521	C		09/22/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	18-19	105.00	
						09/22/2018	**0000069521**	**BANK OF AMERICA**								**105.00**
09/22/18	0000069522	C		09/22/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	342.38	
						09/22/2018	**0000069522**	**BANK OF AMERICA**								**342.38**
09/22/18	0000069523	C		09/22/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	184.96	
						09/22/2018	**0000069523**	**BANK OF AMERICA**								**184.96**
09/22/18	0000069524	P		09/22/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	194.86	
						09/22/2018	**0000069524**	**BANK OF AMERICA**								**194.86**
09/22/18	0000069525	C		09/22/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	113.98	
						09/22/2018	**0000069525**	**BANK OF AMERICA**								**113.98**
09/24/18	0000069526	P		09/25/2018	AMAZON	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	4550	6480000	18-19	15.98	
						09/24/2018	**0000069526**	**AMAZON**								**15.98**
09/24/18	0000069527	C		09/24/2018	ACUITY SCHEDULING, INC.	LIBRARY SUPP/EQUIP	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	140.00	
						09/24/2018	**0000069527**	**ACUITY SCHEDULING, INC.**								**140.00**

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09/24/18	0000069528	C		09/24/2018	PORTER BOILER SERVICE INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	2,190.79	
						09/24/2018	**0000069528**	**PORTER BOILER SERVICE INC**								**2,190.79**
09/24/18	0000069529	C		09/24/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65004	5730	7100000	18-19	314.00	
								42.2	00000.0	00000	65040	5730	7100000	18-19	13,230.55	
						09/24/2018	**0000069529**	**PUBLIC AGENCY LAW GROUP**								**13,544.55**
09/25/18	0000069530	C		09/25/2018	OMNI RANCHO LAS PALMAS RESORT &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	18-19	626.22	
						09/25/2018	**0000069530**	**OMNI RANCHO LAS PALMAS RESORT & SPA**								**626.22**
09/25/18	0000069531	A		09/25/2018	GEORGE CHEVROLET	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	16.37	
						09/25/2018	**0000069531**	**GEORGE CHEVROLET**								**16.37**
09/25/18	0000069532	A		09/25/2018	M&K METAL CO	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	1,338.53	
						09/25/2018	**0000069532**	**M&K METAL CO**								**1,338.53**
09/25/18	0000069533	A		09/25/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	66.37	
						09/25/2018	**0000069533**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**66.37**
09/25/18	0000069534	C		09/26/2018	CITY OF ARTESIA, CA	ADVERTISING	International Students	01.0	00000.0	00000	03420	5830	6452000	18-19	160.00	
						09/25/2018	**0000069534**	**CITY OF ARTESIA, CA**								**160.00**
09/25/18	0000069535	P		09/25/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	426.11	
						09/25/2018	**0000069535**	**AMAZON**								**426.11**
09/25/18	0000069536	C		09/28/2018	NAIMIE'S BEAUTY CENTER	LABORATORY SUPP/EQUIP	Theater	01.1	00000.0	00100	02520	4325	1055000	18-19	31.32	
						09/25/2018	**0000069536**	**NAIMIE'S BEAUTY CENTER**								**31.32**

Stat: P=Pending, A=Active, C=Completed, X=Canceled

*** Prior Year Payments**

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09/25/18	0000069537	A		09/28/2018	ASSOCIATION OF COMMUNITY &	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	630.00	
						09/25/2018	**0000069537**	**ASSOCIATION OF COMMUNITY & CONTINUING ED**								**630.00**
09/25/18	0000069538	P		09/25/2018	AMAZON	MEDIA EQUIPMENT	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	16.99	
						09/25/2018	**0000069538**	**AMAZON**								**16.99**
09/25/18	0000069539	A		09/28/2018	CDW-GOVERNMENT INC	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	6460	6016000	18-19	2,263.45	
						09/25/2018	**0000069539**	**CDW-GOVERNMENT INC**								**2,263.45**
09/25/18	0000069540	A		09/28/2018	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	28.25	
						09/25/2018	**0000069540**	**CAROLINA BIOLOGICAL SUPPLY**								**28.25**
09/25/18	0000069541	A		09/28/2018	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	1,543.73	
						09/25/2018	**0000069541**	**GOLDEN STAR TECHNOLOGY INC.**								**1,543.73**
09/25/18	0000069542	P		09/25/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	39.53	
						09/25/2018	**0000069542**	**AMAZON**								**39.53**
09/25/18	0000069543	C		09/28/2018	NAJARIAN HAGOP	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	45.01	
						09/25/2018	**0000069543**	**NAJARIAN HAGOP**								**45.01**
09/25/18	0000069544	A		09/28/2018	MEJIA, JENNY	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	72.00	
						09/25/2018	**0000069544**	**MEJIA, JENNY**								**72.00**
09/25/18	0000069545	A		09/28/2018	RAMIREZ, YESENIA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	18-19	30.00	
						09/25/2018	**0000069545**	**RAMIREZ, YESENIA**								**30.00**
09/25/18	0000069546	A		09/28/2018	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	63.52	

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						09/25/2018	**0000069546**	**TCB PRINTING**								**63.52**
09/25/18	0000069547	A		09/28/2018	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	26.28	
						09/25/2018	**0000069547**	**TCB PRINTING**								**26.28**
09/26/18	0000069548	P		09/26/2018	RIO HONDO COLLEGE	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	18-19	101.20	
						09/26/2018	**0000069548**	**RIO HONDO COLLEGE**								**101.20**
09/26/18	0000069549	A		09/26/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Human Resources	01.3	00000.0	07002	73460	5210	6730000	18-19	75.00	
						09/26/2018	**0000069549**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**75.00**
09/27/18	0000069550	A		09/27/2018	ELLE	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4200	3057000	18-19	15.00	
						09/27/2018	**0000069550**	**ELLE**								**15.00**
09/27/18	0000069551	A		09/27/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	1,279.98	
						09/27/2018	**0000069551**	**DIVERSIFIED BUSINESS SERVICES**								**1,279.98**
09/27/18	0000069552	A		09/27/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	948.76	
						09/27/2018	**0000069552**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**948.76**
09/27/18	0000069553	C		09/27/2018	AMERICAN SOCIETY OF	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	18-19	793.88	
						09/27/2018	**0000069553**	**AMERICAN SOCIETY OF HEALTHY-SYSTEM PHARM**								**793.88**
09/27/18	0000069554	A		09/27/2018	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	21.90	
						09/27/2018	**0000069554**	**TCB PRINTING**								**21.90**
09/27/18	0000069555	A		09/27/2018	ADVANCED EXERCISE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	64,616.48	

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						09/27/2018	**0000069555**	**ADVANCED EXERCISE EQUIPMENT**								**64,616.48**
09/27/18	0000069556	A		09/27/2018	ADVANCED EXERCISE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	310,353.00	
						09/27/2018	**0000069556**	**ADVANCED EXERCISE EQUIPMENT**								**310,353.00**
09/27/18	0000069557	A		09/27/2018	ADVANCED EXERCISE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	75,307.04	
						09/27/2018	**0000069557**	**ADVANCED EXERCISE EQUIPMENT**								**75,307.04**
09/27/18	0000069558	A		09/27/2018	ADVANCED EXERCISE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	306,716.30	
						09/27/2018	**0000069558**	**ADVANCED EXERCISE EQUIPMENT**								**306,716.30**
09/27/18	0000069559	C		09/27/2018	FOUNDATION FOR CCC	CONFERENCE AND TRAVEL	Student Personnel	01.3	00000.0	07006	73460	5210	6450000	18-19	250.00	
						09/27/2018	**0000069559**	**FOUNDATION FOR CCC**								**250.00**
09/27/18	0000069560	C		09/27/2018	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	18-19	75.00	
						09/27/2018	**0000069560**	**CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS**								**75.00**
09/27/18	0000069561	C		09/27/2018	GOLDEN WEST COLLEGE	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	18-19	160.00	
						09/27/2018	**0000069561**	**GOLDEN WEST COLLEGE**								**160.00**
09/27/18	0000069562	C		09/27/2018	UNITED OF OMAHA	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	3920	0501000	18-19	27,979.97	
						09/27/2018	**0000069562**	**UNITED OF OMAHA**								**27,979.97**
09/27/18	0000069563	C		09/27/2018	BANK OF AMERICA	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5240	6006000	18-19	1,500.00	
						09/27/2018	**0000069563**	**BANK OF AMERICA**								**1,500.00**
09/28/18	0000069564	A		09/28/2018	AUTOBODY TOOL MART	TOOLS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	4,555.62	

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						09/28/2018	**0000069564**	**AUTOBODY TOOL MART**								**4,555.62**
09/28/18	0000069565	A		09/28/2018	GRAINGER	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	451.90	
						09/28/2018	**0000069565**	**GRAINGER**								**451.90**
09/28/18	0000069566	A		09/28/2018	HASCO	PLASTICS SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	143.24	
						09/28/2018	**0000069566**	**HASCO**								**143.24**
09/28/18	0000069567	A		09/28/2018	PETER SCHULZ	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	18-19	90.34	
						09/28/2018	**0000069567**	**PETER SCHULZ**								**90.34**
09/28/18	0000069568	A		09/28/2018	HARBOR FREIGHT TOOL	TOOLS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	823.98	
						MISCELLANEOUS		01.0	00000.0	00000	02600	4320	0960000	18-19	1.95	
						09/28/2018	**0000069568**	**HARBOR FREIGHT TOOL**								**825.93**
09/28/18	0000069569	A		09/28/2018	ENGINEERICA SYSTEMS INC	SUBSCRIPTIONS	Tutoring	01.0	00000.0	00000	01220	6310	6491000	18-19	1,235.00	
						09/28/2018	**0000069569**	**ENGINEERICA SYSTEMS INC**								**1,235.00**
09/28/18	0000069570	A		09/28/2018	EXPRESS MOLD ENGINEERING	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	18-19	13,797.00	
						09/28/2018	**0000069570**	**EXPRESS MOLD ENGINEERING**								**13,797.00**
09/28/18	0000069571	C		09/28/2018	KOUTROULIS, MATHEW	LIBRARY SUPP/EQUIP	Center for Teaching	01.3	00000.0	01004	73460	5810	6195000	18-19	6,000.00	
						09/28/2018	**0000069571**	**KOUTROULIS, MATHEW**								**6,000.00**
09/28/18	0000069572	A		09/28/2018	TRAINER'S WAREHOUSE	OFFICE SUPPLIES	International Students	01.0	00000.0	00000	03420	4550	6452000	18-19	432.09	
						09/28/2018	**0000069572**	**TRAINER'S WAREHOUSE**								**432.09**
09/28/18	0000069573	C		09/28/2018	WARD, DAVID	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	613.98	

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						09/28/2018	**0000069573**	**WARD, DAVID**								**613.98**
09/28/18	0000069574	C		09/28/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	7630	6300000	18-19	200.00	
						09/28/2018	**0000069574**	**HILL, SHELIA**								**200.00**
09/28/18	0000069575	A		09/28/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	74.32	
						09/28/2018	**0000069575**	**MCKINLEY, COLLEEN**								**74.32**
09/28/18	0000069576	C		09/28/2018	CSMCS	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	50.00	
						09/28/2018	**0000069576**	**CSMCS**								**50.00**
09/28/18	0000069577	C		09/28/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	904.50	
						09/28/2018	**0000069577**	**ERICKSON LAW FIRM**								**904.50**
09/28/18	0000069578	C		09/28/2018	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	7,168.50	
						09/28/2018	**0000069578**	**ERICKSON LAW FIRM**								**7,168.50**
09/28/18	0000069579	C		09/28/2018	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	413.20	
						09/28/2018	**0000069579**	**MCKINLEY, COLLEEN**								**413.20**
09/28/18	0000069580	A		10/01/2018	VISION COMMUNICATIONS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	512.46	
						09/28/2018	**0000069580**	**VISION COMMUNICATIONS**								**512.46**
09/28/18	0000069581	C		09/28/2018	PEOPLEADMIN, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	20,577.84	
						09/28/2018	**0000069581**	**PEOPLEADMIN, INC.**								**20,577.84**
09/28/18	0000069582	C		09/28/2018	YORKE, CARLA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70280	4550	6190000	18-19	156.24	

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						09/28/2018	**0000069582**	**YORKE, CARLA**								**156.24**
09/29/18	0000069583	C		10/01/2018	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	18-19	15,085.67	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	1,844.50	
						09/29/2018	**0000069583**	**PARKER & COVERT, L.L.P.**								**16,930.17**
09/29/18	0000069584	A		10/01/2018	CUMMINS ALLISON CORP.	MAINTENANCE AGREEMENTS	Accounting & Payroll	01.0	00000.0	00000	04200	6460	6725000	18-19	805.78	
						09/29/2018	**0000069584**	**CUMMINS ALLISON CORP.**								**805.78**
09/29/18	0000069585	A		10/01/2018	OFFICE SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Library	01.0	00000.0	00000	02220	4550	6120000	18-19	127.82	
						09/29/2018	**0000069585**	**OFFICE SOLUTIONS**								**127.82**
09/29/18	0000069586	A		10/01/2018	ELSEVIER SCIENCE USA	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	3,772.61	
						09/29/2018	**0000069586**	**ELSEVIER SCIENCE USA**								**3,772.61**
09/29/18	0000069587	A		10/01/2018	JSTOR	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	1,773.75	
						09/29/2018	**0000069587**	**JSTOR**								**1,773.75**
09/29/18	0000069588	C		10/01/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	6,064.91	
						09/29/2018	**0000069588**	**STANLEY SECURITY SOLUTIONS, INC.**								**6,064.91**
09/29/18	0000069589	C		10/01/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65040	6120	7100000	18-19	2,117.00	
						09/29/2018	**0000069589**	**STANLEY SECURITY SOLUTIONS, INC.**								**2,117.00**
09/29/18	0000069590	A		10/01/2018	COMMUNITY PLAYTHINGS	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	84.86	
						09/29/2018	**0000069590**	**COMMUNITY PLAYTHINGS**								**84.86**

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
09/29/18	0000069591	P		10/01/2018	AMAZON	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	68.85	
						09/29/2018	**0000069591**	**AMAZON**								**68.85**
09/29/18	0000069592	A		10/01/2018	HILLYARD FLOOR CARE SUPPLY	CLEANING SUPP/EQUIP	Child Development	01.0	00000.0	00000	02700	4550	6920000	18-19	151.46	
						09/29/2018	**0000069592**	**HILLYARD FLOOR CARE SUPPLY**								**151.46**
09/29/18	0000069594	A		10/01/2018	JOBSPEAKER	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70261	4550	6190000	18-19	3,943.00	
						09/29/2018	**0000069594**	**JOBSPEAKER**								**3,943.00**
09/28/18	15C0168B	A		09/28/2018	WOODS, JANET	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	500.00	
						09/28/2018	**15C0168B**	**WOODS, JANET**								**500.00**
09/06/18	15C0198B	A		09/06/2018	SOUTHERN CALIFORNIA	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	5110	6440000	18-19	6,000.00	
						09/06/2018	**15C0198B**	**SOUTHERN CALIFORNIA UNIVERSITY OF**								**6,000.00**
09/24/18	16C0003B	A		09/24/2018	SOUTHERN CALIFORNIA	MISCELLANEOUS	Apprenticeships-Paint/Decor	01.3	00000.0	00000	72330	5810	0908000	18-19	5,000.00	
						09/24/2018	**16C0003B**	**SOUTHERN CALIFORNIA PAINTERS**								**5,000.00**
09/08/18	16FC0037C	A		09/08/2018	SKYLINE SITE SERVICES	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	117.38	
						09/08/2018	**16FC0037C**	**SKYLINE SITE SERVICES**								**117.38**
09/08/18	17FC0015B	A		09/08/2018	UNDERGROUND SERVICE COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65057	6130	7100000	18-19	2,250.00	
						09/08/2018	**17FC0015B**	**UNDERGROUND SERVICE COMPANY**								**2,250.00**
09/13/18	17FC0016B	A		09/13/2018	UNDERGROUND SERVICE COMPANY	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	2,950.00	
						09/13/2018	**17FC0016B**	**UNDERGROUND SERVICE COMPANY**								**2,950.00**

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
09/08/18	17FC0030A	A		09/08/2018	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	18-19	7,689.00	
						09/08/2018	**17FC0030A**	**VERNE'S PLUMBING**								**7,689.00**
09/05/18	17FC0038A	A		09/06/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	19,760.00	
						09/05/2018	**17FC0038A**	**RDM ELECTRIC CO., INC.**								**19,760.00**
09/19/18	18C0044	A		10/02/2018	CRM EDUCATIONAL CONSULTING	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	70362	5810	6190000	18-19	120,000.00	
						09/19/2018	**18C0044**	**CRM EDUCATIONAL CONSULTING**								**120,000.00**
09/07/18	18C0054	A		09/12/2018	COMPUTERLAND - SILICON VALLEY	CONTRACTED SERVICES	Management Information	01.0	00000.0	00000	02210	5810	6780000	18-19	82,762.00	
						09/07/2018	**18C0054**	**COMPUTERLAND - SILICON VALLEY**								**82,762.00**
09/12/18	18C0063	A		09/12/2018	ZUMWINKLE.COM	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	5810	6710000	18-19	7,700.00	
						09/12/2018	**18C0063**	**ZUMWINKLE.COM**								**7,700.00**
09/12/18	18C0064	A		09/12/2018	RED ROOSTER DESIGN	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	5810	6710000	18-19	12,520.00	
						09/12/2018	**18C0064**	**RED ROOSTER DESIGN**								**12,520.00**
09/28/18	18C0066	A		09/28/2018	AIKEN, MALLERY K. II	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	8,000.00	
						09/28/2018	**18C0066**	**AIKEN, MALLERY K. II**								**8,000.00**
09/11/18	18C0068	A		09/11/2018	FACILITIES PLANNING &	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65004	6130	7100000	18-19	13,500.00	
						09/11/2018	**18C0068**	**FACILITIES PLANNING & CONSULTING SERVICE**								**13,500.00**
09/28/18	18C0082	A		09/28/2018	INDIGENOUS CIRCLE OF WELLNESS	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	18-19	300.00	
						09/28/2018	**18C0082**	**INDIGENOUS CIRCLE OF WELLNESS**								**300.00**

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09/25/18	18C0084	A		09/25/2018	MAI, JENIFER	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0084**	**MAI, JENIFER**								**300.00**
09/25/18	18C0085	A		09/25/2018	SHIBATA, VALENTINA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0085**	**SHIBATA, VALENTINA**								**300.00**
09/25/18	18C0086	A		09/25/2018	CERVANTES, EUFEMIA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0086**	**CERVANTES, EUFEMIA**								**300.00**
09/25/18	18C0088	A		09/25/2018	AFSHAR, MONICA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0088**	**AFSHAR, MONICA**								**300.00**
09/25/18	18C0089	A		09/25/2018	CHUONG-NGUYEN, MAY	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0089**	**CHUONG-NGUYEN, MAY**								**300.00**
09/25/18	18C0091	A		09/25/2018	DIAZ, VALERIE	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0091**	**DIAZ, VALERIE**								**300.00**
09/25/18	18C0092	A		09/25/2018	PEREZ, SONIA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0092**	**PEREZ, SONIA**								**300.00**
09/25/18	18C0094	A		09/25/2018	ROMAN, LORI	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	300.00	
						09/25/2018	**18C0094**	**ROMAN, LORI**								**300.00**
09/04/18	18FC0006	C		09/04/2018	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	18-19	44,732.35	
						09/04/2018	**18FC0006**	**VERNE'S PLUMBING**								**44,732.35**

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
09/11/18	18FC0007	A		09/11/2018	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6130	7100000	18-19	44,229.00	
						09/11/2018	**18FC0007**	**STANLEY SECURITY SOLUTIONS, INC.**								**44,229.00**
09/19/18	18FC0010	A		09/19/2018	PAVEWEST, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65050	6130	7100000	18-19	23,500.00	
						09/19/2018	**18FC0010**	**PAVEWEST, INC.**								**23,500.00**
09/08/18	63652C	A		09/08/2018	UNITED SITE SERVICES OF	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	5,878.71	
						09/08/2018	**63652C**	**UNITED SITE SERVICES OF CALIFORNIA, INC.**								**5,878.71**
09/05/18	64339C	A		09/06/2018	SCOR INDUSTRIES	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	3,079.45	
						09/05/2018	**64339C**	**SCOR INDUSTRIES**								**3,079.45**
09/19/18	65333C	A		09/19/2018	UNITED SITE SERVICES OF	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	22,699.00	
						09/19/2018	**65333C**	**UNITED SITE SERVICES OF CALIFORNIA, INC.**								**22,699.00**
09/08/18	65475C	A		09/08/2018	SKYLINE SITE SERVICES	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	133.12	
						09/08/2018	**65475C**	**SKYLINE SITE SERVICES**								**133.12**
09/08/18	65550B	A		09/08/2018	SKYLINE SITE SERVICES	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	3,644.56	
						09/08/2018	**65550B**	**SKYLINE SITE SERVICES**								**3,644.56**
09/24/18	66879A	A		09/24/2018	A-THRONE COMPANY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	18-19	10.20	
						09/24/2018	**66879A**	**A-THRONE COMPANY, INC.**								**10.20**
09/08/18	67654A	A		09/08/2018	GOLDEN STAR TECHNOLOGY INC.	CAMERA SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	18-19	3,939.30	
						SOFTWARE		42.2	00000.0	00000	65011	6130	7100000	18-19	481.95	
						MISCELLANEOUS		42.2	00000.0	00000	65011	6130	7100000	18-19	838.76	

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
						09/08/2018	**67654A**	**GOLDEN STAR TECHNOLOGY INC.**								**5,260.01**
09/05/18	67746A	A		09/06/2018	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65062	6120	7100000	18-19	3,050.00	
						09/05/2018	**67746A**	**RDM ELECTRIC CO., INC.**								**3,050.00**
09/08/18	67913A	A		09/13/2018	GOLDEN STAR TECHNOLOGY INC.	CAMERA SUPP/EQUIP	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	6,419.66	
						09/08/2018	**67913A**	**GOLDEN STAR TECHNOLOGY INC.**								**6,419.66**
09/22/18	69306A	P		09/22/2018	AMAZON	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	5550	0806000	18-19	296.72	
						09/22/2018	**69306A**	**AMAZON**								**296.72**
09/22/18	69379A	P		09/22/2018	AMAZON	BOOKS	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	28.44	
						09/22/2018	**69379A**	**AMAZON**								**28.44**
09/08/18	APO180421	A		09/10/2018	ADVANCED WELDER REPAIR	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	5630	0984000	18-19	3,000.00	
						09/08/2018	**APO180421**	**ADVANCED WELDER REPAIR**								**3,000.00**
09/12/18	APO180422	A		09/12/2018	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	18-19	1,500.00	
						09/12/2018	**APO180422**	**RODGER'S CATERING**								**1,500.00**
09/12/18	APO180423	A		09/12/2018	SMART & FINAL IRIS	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	18-19	1,500.00	
						09/12/2018	**APO180423**	**SMART & FINAL IRIS**								**1,500.00**
09/12/18	APO180424	A		09/12/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	4550	6480000	18-19	10,000.00	
						09/12/2018	**APO180424**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**10,000.00**
09/12/18	APO180425	A		09/12/2018	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	7530	6480000	18-19	4,000.00	

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						09/12/2018	**APO180425**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**4,000.00**
09/12/18	APO180426	A		09/12/2018	OFFICE DEPOT/BUSINESS	OPEN1	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	18-19	500.00	
						09/12/2018	**APO180426**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**500.00**
09/12/18	APO180427	A		09/12/2018	PAPER RECYCLING & SHREDDING	LEASING EQUIPMENT	International Students	01.0	00000.0	00000	03420	5610	6452000	18-19	100.00	
						09/12/2018	**APO180427**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**100.00**
09/17/18	APO180428	A		09/17/2018	FOLLETT BOOKSTORE #603	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	500.00	
						09/17/2018	**APO180428**	**FOLLETT BOOKSTORE #603**								**500.00**
09/20/18	APO180429	A		09/21/2018	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70310	4550	6190000	18-19	500.00	
						09/20/2018	**APO180429**	**OFFICE DEPOT/BUSINESS SVCS DIV**								**500.00**
09/20/18	APO180430	A		09/21/2018	NALCO CAL WATER	RENTS/RENTALS	SEM-Chemistry	01.0	00000.0	00000	02570	5610	1956000	18-19	3,600.00	
						09/20/2018	**APO180430**	**NALCO CAL WATER**								**3,600.00**
09/25/18	APO180431	A		09/28/2018	PAPER RECYCLING & SHREDDING	OFFICE SUPPLIES	Financial Aid Administration	01.3	00000.0	00000	71120	5810	6460000	18-19	600.00	
						09/25/2018	**APO180431**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**600.00**
09/25/18	APO180432	A		09/28/2018	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00001	79850	7630	4900000	18-19	500.00	
						09/25/2018	**APO180432**	**FOLLETT BOOKSTORE #603**								**500.00**
09/27/18	APO180433	A		09/27/2018	PAPER RECYCLING & SHREDDING	CONTRACTED SERVICES	Instructional Office	01.0	00000.0	00000	02100	5810	6016000	18-19	132.00	
						09/27/2018	**APO180433**	**PAPER RECYCLING & SHREDDING SPECIALISTS**								**132.00**
09/28/18	APO180434	A		09/28/2018	MANN BROS	OPEN1	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	750.00	

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						09/28/2018	**APO180434**	**MANN BROS**								**750.00**
09/27/18	C96-039L	C		09/27/2018	COLLEGE NET, INC	CONTRACTED SERVICES	Instructional Office	01.0	00000.0	00000	02100	5810	6016000	18-19	4,304.55	
						09/27/2018	**C96-039L**	**COLLEGE NET, INC**								**4,304.55**
						Total by District : 64360									**2,752,349.48**	**2,752,349.48**

End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of September 2018

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of September 2018.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of contracts that were processed during the month of September 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

September 2018 – Contracts

Consideration of Approval of New/Amended Contracts for the Month of September 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0073	Lakewood Aquatics	Facilities Use Agreement for Lakewood Aquatics use of District's Aquatic Center for swim practice on select dates and times	07/01/18	06/30/19	Income	Business Services
18C0074	Ideal Spine and Rehab	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program	09/04/18	09/03/23	No Cost	Health Occupations
18C0075	The Whole Child	Memorandum of Understanding between The Whole Child and Cerritos College to provide mental health services for Cerritos College students at either the college campus, agency site, client's home, or agreed upon community based location.	08/01/18	07/31/20	No Cost	EOPS
18C0076***						
18C0077*	Valley High School/High School, Inc.					
18C0078*	Maxient, LLC					
18C0079	Yosemite CCD	Contractor is agency for the Child Development Training Consortium Instructional Agreement in which the District agrees to conduct college credit courses needed for licensing child development personnel.	09/01/18	06/30/19	Income	Health Occupations
18C0080	The MiraVision Group	Contractor to provide professional services under the Strong Workforce Program Round 2 for the Machine Tool Tech Program	07/01/18	12/31/19	$15,000	CTE
18C0081	Butte-Glenn Community College District	Cerritos College to provide assistance in the revision of the Butte-Glenn CCD nursing department curriculum.	09/01/18	06/30/19	Income	Health Occupations
18C0082	Indigenous Circle of Wellness	Contractor to provide a one and a half hour presentation on "American Indian Culture 101".	09/27/18	09/27/18	$300.00	Human Resources

Consideration of Approval of New/Amended Contracts for the Month of September 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0083	Christina Avila	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0084	Jenifer Mai	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0085	Valentina Shibata	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0086	Eufemia Cervantes	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0087	Kimberly Nishimura	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0088	Monica Zavala	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs

Consideration of Approval of New/Amended Contracts for the Month of September 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0089	May Chuong-Nguyen	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0090	Adrian Perez	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0091	Valerie Diaz	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0092	Sonia Perez	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0093	Krystal Fierro-Garcia	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in two (2) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	12/31/18	$150.00	Educational Partnerships & Programs
18C0094	Lori Roman	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0095	MDRICH Consulting, Inc.	Contractor to provide an interactive performance on sexual assault awareness and prevention.	10/17/18	10/17/18	$3,250.00	Human Resources

Consideration of Approval of New/Amended Contracts for the Month of September 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0096	Butte-Glenn Community College District	Contractor to provide an Integrated Library System with ExLibris	01/01/19	12/31/20	No Cost	Library
18C0097	Bella Medical Group	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	09/24/18	09/23/23	No Cost	Health Occupations
18C0098	Clinica Medica Para La Familia	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	09/24/18	09/23/23	No Cost	Health Occupations
18C0099	Elizabeth Martinez	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0100	Isamarc Perez	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0101	Sunthary Frantz	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$300.00	Educational Partnerships & Programs
18C0102	Sharon Bryant	Contractor will serve as the designated Cerritos Complete Counselor from their high school. Contractor will participate in four (4) training meetings to implement the Cerritos Complete Senior Steps at their campus for their senior class.	09/17/18	06/30/19	$375.00	Educational Partnerships & Programs
18C0103	Eduardo Morales	Contractor to provide content expert services.	09/24/18	12/14/19	$4,000.00	Human Resources

Consideration of Approval of New/Amended Contracts
for the Month of September 2018

NEW CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
18C0104	California State University, Long Beach	Memorandum of Understanding between CSULB and Cerritos College to provide practicum/internship for Counseling.	08/01/18	06/30/20	No Cost	Human Resources
18C0105	California State University, Dominguez Hills	Memorandum of Understanding between CSUDH and Cerritos College to provide practicum/internship for Counseling.	08/01/18	06/30/20	No Cost	Human Resources
18C0106	University of La Verne	Memorandum of Understanding between the University of La Verne and Cerritos College to provide practicum/internship for Counseling.	08/01/18	06/30/20	No Cost	Human Resources

*Contract was submitted as a separate Board item due to dollar amount and has already been approved
** No contract was issued under this contract number
***Pending
****For tracking purposes only

Consideration of Approval of New/Amended Contracts for the Month of September 2018

CONSTRUCTION RELATED CONTRACTS						
Number	**Contractor**	**Service**	**Start Date**	**End Date**	**Cost**	**Requestor**
C10-1127*	Tilden-Coil Constructors, Inc.					
18FC0012	B.K. Signs Incorporated	Contractor to manufacture and install monument signs at the Health & Wellness Complex	10/05/18	12/30/19	$35,795.28	Facilities

*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: **November 14, 2018**

Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Client Services Addendum with eLumen for Curriculum and Student Achievement Software Modules

ACTION

It is recommended that the Board of Trustees approve the Client Services Addendum with eLumen for Curriculum and Student Achievement Software.

FISCAL IMPACT

The total contract sum shall be increased from $78,924 for a new not-to-exceed amount of $230,700; funding for this contract will be allocated from the Academic Affairs budget.

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
ELUMEN
CURRICULUM AND STUDENT ACHIEVEMENT SOFTWARE

Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

Purpose: Since November 10, 2015, Cerritos College has contracted with eLumen to provide software modules for Curriculum and Student Achievement. The software modules assist Cerritos College in developing a new curriculum inventory through defining, analyzing, and communicating data.

At this time, Cerritos College would like to enter into an addendum with eLumen, pursuant to Education Code section 81651, to continue services for an additional two (2) years to maintain continuity with the software that is integrated within Cerritos College, and provide technical support as needed.

Period: The amended time period will be from November 10, 2018 through November 9, 2020.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Addendum to Contract No. 16C0109 – eLumen
Contract No. 16C0109 - eLumen

ADDENDUM to eLumen®
Achievement SOFTWARE
CLIENT SERVICES
AGREEMENT

This **ADDENDUM TO ELUMEN® ACHIEVEMENT CLIENT SERVICES AGREEMENT** ("ADDENDUM") amends the latest eLumen® Achievement **Software Client Services Agreement** by and between eLumen® Achievement and Cerritos Community College District, and any amendments or addenda thereto ("Agreement").Date").

THE PARTIES TO THIS
ADDENDUM

eLumen® Collaborative, LLC, a Minnesota limited liability company	"Client": **Cerritos Community College District**
Address: 514 North 3rd Street, Suite 203 Minneapolis, Minnesota 55401	Address: 11110 Alondra Blvd, Norwalk, CA 90650

THE
SERVICES

eLumen® has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen® Software (the "Software"). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This ADDENDUM sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen®. eLumen® offers different service levels and the package purchased by Client is designated on the attached Fee Schedule. Client may upgrade its service level by contacting eLumen® and agreeing to a new Fee Schedule.

THE TERMS AND
CONDITIONS

1. **TERM.** The Term of this ADDENDUM is designated in Schedule A and aligns with the terms of the latest Agreement between parties.

2. **FEES.**

   A. The Fees payable by Client appear on the Fee Schedule attached and incorporated by reference as Schedule A. Annual fee increases for the Software shall not exceed 10% in any given year except as stipulated in the Schedule A. Invoices submitted to Client will be due to eLumen® within thirty (30) days upon receipt of invoice.

SCHEDULE A:

TERM and FEE SCHEDULE

Effective Date: November 10th 2018

1. **Term** The term of this ADDENDUM shall be two (2) years.

2. **Payment Term**: Thirty (30) days upon receipt of invoice.

3. **Fees** for Client's use of eLumen® Software Modules Described Below during the Term are detailed below:

eLumen **Cerritos Software and Services Proposal**

Cerritos CCD 16,864 FTES

	Standard Rate per FTES	Annual Cost	Standard Implementation	Beacon Program Legacy Discount 60%	Implementation Discount	Annual Cost For Y1 of Program
SLO Assessment and Strategic Initiatives	$3.00	$50,592.00	$5,000.00	$19,781.00	-$5,000.00	$19,731.00
Curriculum Management & Catalog	$1.00	$16,864.00	$3,000.00	$6,577.00	-$3,000.00	$6,577.00
Student Engagement	$2.00	$33,728.00	$3,000.00	$13,154.00	-$3,000.00	$13,154.00
	$6.00	$101,184.00	$11,000.00	$39,512.00	-$11,000.00	$39,462.00

Optional Renewal Cost for Years 2 and Year 3			1st Year Cost	$39,462.00
Year 2 Optional Renewal	$50,592.00	50% Discount		
Year 3 Optional Renewal	$50,592.00	50% Discount		
Optional Renewal Cost for Years 4 and Year 5				
Year 4 Optional Renewal	$75,888.00	25% Discount		
Year 5 Optional Renewal	$75,888.00	25% Discount		
Payment at Execution of Addendum			Year 4 Cost	$75,888.00

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services or any problems therewith as stated in the eLumen Standard Onboard description. This includes technical support for the initial data load, as well as best practices assistance for entering student learning outcomes, initial change management planning, and an initial training each for the data steward, coordinator, and faculty member roles.

5. **Additional Support** Requests for support that are beyond the scope of Standard Support ("Additional Support") may be made and shall be at billed at $140/hours

6. **Fee Schedule Changes** This Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen® Collaborative, LLC:	**For Cerritos Community College District:**
Name: Joel Hernandez	Name:
Title: Chief Executive Officer	Title:
Date: 30 November 2015	Date:

CONTRACT NUMBER
1660109

eLumen® Achievement Software CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (the "Agreement") is made as of 10th November, 2016 ("Effective Date").

THE PARTIES TO THIS AGREEMENT

eLumen, Inc. a Minnesota limited liability company	"Client": Cerritos Community College District
Address: 514 North 3rd Street, Suite 203 Minneapolis, Minnesota 55401	Address: 11110 Alondra Blvd, Norwalk, CA 90650

THE SERVICES

eLumen® has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen® Software (the "Software"). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen®. eLumen® offers different service levels and the package purchased by Client is designated on the attached Fee Schedule. Client may upgrade its service level by contacting eLumen® and agreeing to a new Fee Schedule.

THE TERMS AND CONDITIONS

1. **DEFINITIONS.** The following definitions shall apply to this Agreement:

   A. **"AUP"** shall mean the Acceptable Use Policy of eLumen®.

   B. **"Authorized Users"** shall mean the students and personnel designated by Client.

   C. **"Client Data"** refers to the data provided by Client that resides in Client's services environment.

   D. **"Confidential Information"** means any information, knowledge, and know-how, not known to the general public and disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) was known to a party prior to the date of this Agreement and can be proven so through documentation, (iii) is received from a third party who did not acquire or disclose the same by a wrongful act; or (iv) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information. It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If a request under the California Public Records Act is made to view eLumen's Confidential Information, Client shall notify eLumen of the request and the date that such records will be released to the requester unless eLumen obtains a court order enjoining that disclosure. If eLumen fails to obtain a court order enjoining that disclosure, the

Client will release the requested information on the date specified.

E. **"Content"** means information and data uploaded to the Site by Client and its Authorized Users.

F. **"Derivative Works"** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.

G. **"Documentation"** means any and all text material that describes the design, functions, operation, and use of the Services or the Software. The Documentation shall consist of all on-line screens designed for instructional purposes, operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.

H. **"Enhancements"** means any and all changes or additions to the Software, including new releases and versions thereof other than Modifications that add new functions to, or substantially improve performance of, the Software.

I. **"FERPA"** means the U.S. Family Educational Rights and Privacy Act.

J. **"Intellectual Property"** means any and all intellectual property associated with the Software, Modifications and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.

K. **"Modifications"** means any and all changes or additions to the Software, other than Enhancements, that correct errors therein or support new releases thereof.

L. **"Party"** means either eLumen® or Client and **"Parties"** means both.

M. **"Services"** means access through the Site to the Software, use of the Site to upload Content, information on and support for the use of the Services and Software, and such additional and ancillary services and products, which may become available on the Site. Services include, without limitation, any improvements, upgrades and new version releases. If any products or functionality are renamed, repackaged or rebundled by eLumen, Client is entitled to equivalent or better products or functionality at no additional cost to Client.

N. **"Site"** means the password-protected secure Internet site hosted and controlled by eLumen® to which Client shall be provided access to the Services for the purposes of using the Software.

O. **"Software"** means the computer programs and any Documentation related to and comprising the eLumen® Software and its various licensed modules as defined in Schedule A, a unique and proprietary software application residing on a server and accessed through a web environment that provides organizations with the capability of defining, documenting, and communicating data on the achievements of students. Unless the context indicates otherwise, as used herein, "Software" includes Enhancements and Modifications to the modules listed in Schedule A.

P. **"Third Party Product"** means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Software, Modifications or Enhancements.

Q. **"Business Day"** means Monday through Friday excluding holidays as specified in the Business Schedule published in the elumen.info website, starting at 8:00 AM Central Time and Ending at 5:00 PM Central Time.

2. **TERM.** This Term is designated in Schedule A. The Agreement may be extended for successive one-year renewal terms through a written addendum executed by both Parties

3. **FEES.**

A. The Fees payable by Client appear on the Fee Schedule attached and incorporated by reference as Schedule A. At the end of the Term or at the end of any Renewal Term, eLumen® may increase the fees appearing on the Fee Schedule for the subsequent Term, and Client may determine not to renew for the subsequent Term. Annual fee increases for the Software shall not exceed 10% in any given year. Invoices submitted to Client will be due to eLumen® within thirty (30) days upon receipt of invoice by Client.

B. eLumen shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for eLumen's employees and sub-contractors, if applicable. Client is a tax-exempt entity. eLumen shall be responsible for taxes assessable against eLumen based on eLumen 's income, real or tangible property and employees.

4. **CLIENT'S RIGHTS AND OBLIGATIONS.** Client agrees to the following:

A. Upon eLumen's acceptance of Client's order and for Term, Client has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Client's internal business operations and subject to the terms of the Agreement.

B. In order to use or access the Services, Client will obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access, and provide all equipment necessary to make such Internet connection.

C. Prior to accessing the Site and using the Services, Client will designate its Authorized Users and assign usernames and passwords to each Authorized User. Client accepts full responsibility for safeguarding their access to the Services and for protecting the Services and Client's Content from unauthorized access. Client shall bind each Authorized User to compliance with the terms and conditions of this Agreement, which by their nature are intended to be applicable to Authorized Users.

D. eLumen® will be immediately notified of any loss or theft or unauthorized use of any of a user name, password, and/or other personal or company identification numbers that may be assigned by Client.

E. Client will, and will require Authorized Users to, access and use the Services only in compliance with applicable law and this Agreement.

F. Client has the requisite authority to use and store any confidential, proprietary or personally identifiable information included in the Content. Client is solely responsible for the development and use of Client Data. Without limiting the generality of the preceding sentence, eLumen is not responsible for compliance of Client Data with all laws and regulations and the AUP.

Upon termination of this Agreement, Client's access to the Services and Software shall cease and Client shall promptly return all copies of any Documentation in its possession or control. Client shall delete all copies of Documentation residing in on or off-line computer memory, and destroy all copies of such Documentation. Client shall, within 10 business days from the effective date of the termination, certify in writing by an officer or director of the Client, based on that officer's or director's actual knowledge, that all copies of the Documentation have been returned, deleted, and/or destroyed. In the absence of any direction from Client, eLumen® shall retain all Client Data for the time period specified in Section 5(F). Any time after the termination of this Agreement, Client may deliver a written request to eLumen® for the delivery to Client of the then most recent backup of the Client Data. eLumen® shall deliver the back-up to Client within 30 days of its receipt of such a written request.. After delivery of the Client Data pursuant to this Section, eLumen® shall no longer be subject the requirements of Section 5(F) and may destroy or otherwise dispose of any of the Client Data in its possession.

5. **DATA SECURITY AND FERPA.** eLumen's protocols for protection of Content and to ensure compliance with FERPA are as follows:

A. The Services are designed to store all sensitive and personally identifiable information in an encrypted format. Encrypted data elements include but are not limited to: First Name, Last Name, Email, Student Id, Login Id, and Phone Number.

B. Only Client's authorized representatives will have access to the encryption keys, which are required in order to view encrypted data. Accordingly, all private and sensitive Content will be indecipherable while it is "at rest" on the physical database. No FERPA-protected or confidential Content will be transmitted without encryption or on an unsecured network connection. During network transmissions, confidentiality of such data will be maintained via an industry standard SSL (Secure Socket Layer) connection.

C. eLumen® employees and agents have no access to FERPA-protected or confidential Content unless specifically authorized by Client and then only on a temporary basis for a specific purpose, e.g., troubleshooting during Support Services. When eLumen employees and agents are provided access by Client to student data, records and information including paper and electronic student education record information ("Student Information"):

i. eLumen will be considered a "school official" for purposes of receipt of such Student Information. eLumen acknowledges it is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Client and eLumen certify that they will abide by California and United States laws concerning confidential Student Information and Student Information, including, but not limited to, FERPA and Education Code section 49060 et seq. Student Information is hereby included in the definition of Client Confidential Information.

ii. eLumen agrees to hold Student Information in strict confidence. eLumen shall not use or disclose Student Information received from, or on behalf of, Client, except as permitted or required by the Agreement, or as required by law. eLumen agrees that it will protect the Student Information it receives from, or on behalf of, Client, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. eLumen shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Client or its students and these measures will be extended by contract to all subcontractors used by eLumen.

iii. Upon termination, cancellation, expiration or other conclusion of the Agreement, eLumen shall return all Student Information to Client in a format acceptable to Client, or if return is not feasible as determined by Client in written notice to eLumen, destroy any and all Student Information.

iv. If Client reasonably determines in good faith that eLumen has materially breached any of its obligations relating to Student Information, Client, in its sole discretion, shall have the right to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to eLumen describing the violation and the action it intends to take.

v. eLumen shall notify Client of unauthorized access, use or disclosure of Student Information within one (1) calendar day of discovery, and shall provide a report to Client in the most expedient time possible and without unreasonable delay (if possible within one business day of validating discovery and after release by law enforcement, if applicable). To the extent of eLumen's actual knowledge, eLumen's report shall identify: (a) the nature of the unauthorized access, use or disclosure; (b) the Student Information accessed, used or disclosed; (c) who made the unauthorized access, use or received the unauthorized disclosure;(d) what eLumen has done

or shall do to mitigate any effect of the unauthorized access use or disclosure; and (e) what corrective action eLumen has taken or shall take to prevent future similar unauthorized access, use or disclosure. eLumen shall provide such other information, including a written report, requested by Client. eLumen will coordinate with Client to promptly notify students in accordance with the California Information Practices Act (California Civil Code section 1798 et seq.). eLumen similarly will report to, coordinate and cooperate with Client in the event of any break-in or attempted break-in to eLumen's

vi. provided software systems or security protocols, network(s), or data center(s) which contain Student Information. eLumen shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of eLumen's failure to meet any of its obligations under this Section.

D. The Client controls the Content uploaded to Client's database and its disposition. eLumen's hosted environment for the Services provides for automatic daily back-ups of Client's Content. Client may request additional back-ups to store and maintain Content off-site.

E. eLumen® will not access or disclose any Content entered by Client unless authorized by Client and/or compelled to do so by law. If eLumen® is ordered to make such disclosure, eLumen® will notify Client and to allow it the opportunity to oppose such disclosure.

F. eLumen® shall permit Client to retain Content stored on the Site for a minimum of three (3) years after termination of this agreement or the date of the last paid invoice, whichever is later.

G. eLumen® will host the Client's application services and database at a U.S. datacenter. The eLumen® services are currently hosted in Amazon's US-West (Oregon) center with fail-over to US-East (Virginia). The client shall be notified 30 days prior to any territorial changes to eLumen® 's hosting providers/infrastructure. Client's Data shall not be stored outside of the United States.

6. **PROPRIETARY RIGHTS.** Client will retain all ownership and intellectual property rights in and to Client's Data. eLumen® retains all of its ownership and license rights in the Software and all associated Modifications and Enhancements (including, without limitation, all Intellectual Property, Documentation and all Derivative Works). eLumen® owns and retains all applicable rights to patents, copyrights, trademarks, trade secret rights, mask rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever (collectively, the "Rights") now existing or later arising in connection with the Software and any and all updates, improvements, Enhancements, Modifications or Derivative Works regardless of whether the Enhancements, Modifications or Derivative Works are suggested or developed by eLumen®, Client, or any other person or organization. eLumen® reserves the right to audit the Client's use of the Software with respect to features, functionality, and time without accessing confidential Content.

7. **EARLY TERMINATION FOR DEFAULT.**

A. eLumen® shall have the right to terminate this License upon thirty (30) days' notice, unless Client cures such default within the thirty (30) days provided Client shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Client commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, upon any of the following Events of Default by Client: (i) Failure to make any undisputed payment when due to eLumen® as required by this Agreement; (ii) Default in the performance of any covenant, term or provision of this Agreement regarding confidentiality; or (iii) Any unauthorized use of the Services other than as contemplated under this Agreement or otherwise authorized in writing by eLumen®.

B. Client shall have the right, if eLumen has materially breached any of its obligations relating to Student Information, in its sole discretion, to provide eLumen with a fifteen (15) day period to cure the breach, or

terminate the Agreement immediately if cure is not possible. In the event of any other default by eLumen, Client shall have the right to immediately terminate this Agreement upon thirty (30) days' notice, unless eLumen cures such default within the thirty (30) days provided eLumen shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and eLumen commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In the event that a dispute arises between eLumen and Client, eLumen expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.

8. **SERVICE LEVEL AGREEMENT.** The following sets forth eLumen's agreement with respect to service levels provided to Client.

   A. eLumen® provides IT support for the Services in the form of telephone support, monitored email support, remote assistance using Remote Desktop, and a Virtual Private Network where available. Coverage parameters are as follows:

      - E-mail support (preferred): 9:00 A.M. to 5:00 P.M. Monday – Friday Central Time.
      - E-mails received outside of office hours will be collected; however no action can be guaranteed until the next working day.
      - Toll-free telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday Central Time.
      - Calls received outside of office hours will be forwarded to a mobile phone service and best efforts will be made to answer / action the call.
      - 24-hour self-service online support is available through the application's knowledge base and ticketing system.

   B. eLumen® will respond to Service-related incidents and/or requests submitted by the Client within 24 business hours. Support will be provided in the shortest time frame possible depending on the complexity of the issue.

   C. Service-Level Agreement uptime is guaranteed to be 98% availability, not including scheduled maintenance.

   D. From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. eLumen® will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in the Software or servers or network connections, eLumen® shall issue to Client credits, to be used against future service fees, in an amount equal to the pro rata portion of the Fee paid by Client for the portion of the Services not furnished as a result of such interruption in Services, provided, however, that in no event shall eLumen® be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any internet provider. In no event shall eLumen® be liable for any damages due to interruption of Services.

9. **WARRANTY AND DISCLAIMER.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. eLumen warrants that during the Term (i) the Software and Services shall perform materially substantially in accordance with the Agreement; and (ii) the functionality of the Software and Services will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement. eLumen warrants that

during the Term of this Agreement installers and/or executables made available by eLumen to the Client are free from defects in material and workmanship. eLumen further warrants that during the Term of the Agreement the Software and Services shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Software and Services do not contain any malicious code, computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. eLumen further warrants that (a) eLumen has the right to possess, use and license the Services to Client for the purposes contemplated herein and stated in the Agreement and (b) that to eLumen's knowledge, the Software and Services do not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, eLumen shall have no obligation to Client with respect to any claim that arises from any modification of the Software and Services by Client or any third party not authorized by eLumen . eLUMEN© DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT eLUMEN© WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT eLUMEN© DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. eLUMEN© IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. **LIMITATION OF LIABILITY.** IN ORDER TO OFFER THE SERVICES AT A REASONABLE PRICE, CLIENTS AGREES THAT eLUMEN'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT CLIENT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. CLIENT AGREES THAT IN NO EVENT SHALL eLUMEN© OR ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE TO CLIENT, OR ANYONE CLAIMING THROUGH CLIENT, FOR (A) CLIENT'S INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS; (B) FAILURE BY CLIENT TO COMPLY WITH CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT, AND/OR APPLICABLE STATE, FEDERAL OR INTERNATIONAL LAW AND REGULATION; OR (C) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM FROM WHICH THEY ARISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. FURTHER, CLIENT AGREES THAT REGARDLESS OF THE NATURE OR AMOUNT OF A CLAIM MAY HAVE AGAINST eLUMEN©, THE LIABILITY OF eLUMEN© AND ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS HEREUNDER IS LIMITED SOLELY TO CLIENT'S DIRECT DAMAGES.

11. **CONFIDENTIAL INFORMATION**. Each party will protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information or in a commercially reasonable manner, whichever is greater. Except as allowed in this Agreement, neither party will use or disclose Confidential Information, except to Affiliates, employees, and agents who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, and agents to which it has disclosed Confidential Information) may use Confidential Information only to exercise rights and to fulfill its obligations under this Agreement, while using reasonable care to protect such Confidential Information. To the extent of any conflict between this Section 11 and Section 5 hereof, Section 5 will control. As noted above, It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*).

12. **INDEMNIFICATION.** eLumen shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party, excluding such claims caused by the sole negligence or willful misconduct of the Client. Additionally, eLumen agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or

claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of eLumen, or any person, firm or corporation employed by eLumen, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the sole negligence or willful misconduct of Client or its officers, employees or agents eLumen and Client (each an "Indemnifying Party") will defend the other party ("Indemnified Party") against any claim, demand, suit or proceeding made or brought against Indemnified Party by a third party arising out of the Indemnifying Party's actual or alleged negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party (a "Claim"), and will further indemnify the Indemnified Party from any damages, attorney fees and costs finally awarded against the Indemnified Party as a result of, or for any amounts paid by Indemnified Party under a court-approved settlement of, a Claim.

13. **COMPLIANCE WITH APPLICABLE LAWS**. eLumen agrees to comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to eLumen, eLumen 's business, equipment and personnel engaged in operations covered by this Agreement. eLumen certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and eLumen will comply with all such requirements. eLumen and all eLumen 's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

14. **INSURANCE.** eLumen agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect eLumen and Client against liability or claims of liability which may arise out of this Agreement. eLumen shall provide Five Million Dollars ($5,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. In addition, eLumen agrees to provide an endorsement to these policies stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Client shall be excess and noncontributory." eLumen shall provide Client with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. eLumen agrees to name Client and its officers, agents and employees as additional insured under said policies. eLumen agrees to maintain workers' compensation insurance as required under the laws of the State of California.

15. **AUDIT**. eLumen security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.

16. **TIME IS OF THE ESSENCE**. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.

17. **INDEPENDENT CONTRACTOR.** For purposes of this Agreement, all persons employed by eLumen in the performance of services and functions with respect to this Agreement shall be deemed employees of eLumen and no eLumen employee shall be considered as an employee of the Client under the jurisdiction of Client, nor shall such eLumen employees have any Client pension, civil service, or other status while an employee of the eLumen. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Client and eLumen.

18. **ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing Party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.

19. **NOTICE.** All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the Parties at the respective addresses set forth

above or to such other address as the Party to receive the notice has designated by notice to the other Party.

20. **GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of California. Each of the Parties consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.

21. **SEVERABILITY.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

22. **NO WAIVER.** The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

23. **COMPLETE AGREEMENT.** Appended to this Agreement is Schedule A, the Fee Schedule and together this Agreement and the Fee Schedule comprise the complete agreement of the Parties.

24. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by either party hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by eLumen© to an Affiliate or any person or entity which succeeds to the interests of eLumen© by reason of a merger, consolidation, or reorganization involving eLumen© or a sale of all or substantially all of the assets or equity of eLumen©.

25. **NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

26. **SURVIVAL.** The following Sections will survive expiration or termination of this Agreement: 1, 3(B), 4(G), 6, 9, and 10 through 20.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

For eLumen© Collaborative, LLC:	**For Cerritos Community College District:**
Name: Peter Zugschwert	Name: **Mark B. Logan, CPPO, C.P.M**
Title: Chief Financial Officer	Title: Director of Purchasing & Contract Administration
Date: 10 November 2016	Date: 12-7-16

SCHEDULE A:

TERM and FEE SCHEDULE

Effective Date: November 10th 2016

1. **Term** The term of this agreement shall be for the 6 month period, 11/10/16 to 5/08/17 .

2. **Payment Term**: Thirty (30) days upon receipt of invoice by Client.

3. **Fees** for Client's use of eLumen® Software Modules Described Below during the Term are detailed below:

Cerritos College FTES	16,854					
Cost per 6 months for Year 1 through Year 3	Standard Rate per Student	6 Month Cost	Standard Implementation	Beacon Program Discount 51%	Implementation Discount	6 Month Cost For Y2 of Program
Core Assessment and Strategic Initiatives	$1.50	$25,256	$5,000	-$13,431	-$5,000	$9,855
Curriculum Module	$0.50	$8,432	$3,000	-$5,144	-$3,000	$3,288
Student Engagement & ePortfolio Module	$1.00	$16,854	$3,000	-$10,287	-$3,000	$6,577
	$3.00	$50,592	$11,000	-$30,861	-$11,000	$19,731
Payment at Execution of Contract						**$19,731**

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services or any problems therewith as stated in the eLumen Standard Onboard description. This includes technical support for the initial data load, as well as best practices assistance for entering student learning outcomes, initial change management planning, and an initial training each for the data steward, coordinator, and faculty member roles.

5. **Additional Support** Requests for support that are beyond the scope of Standard Support ("Additional Support") may be made and shall be at billed at $140/hours

6. **Fee Schedule Changes** This Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen® Collaborative, LLC:	For Cerritos Community College District:
Name: Peter Zugschwert	Name: Mark B. Logan, CPPO, C.P.M
Title: Chief Financial Officer	Title: Director of Purchasing & Contract Administration
Date: 10 November 2016	Date: 12-7-16

CONTRACT NUMBER
16C0109

Amended
SCHEDULE A:
To eLumen Client Service Agreement dtd 11/10/16

TERM and FEE SCHEDULE

Effective Date: December 8th 2016

1. **Term** The term of this agreement shall be for the 6 month period, 5/9/17 to 11/09/17 .

2. **Payment Term**: Thirty (30) days upon receipt of invoice by Client.

3. **Fees** for Client's use of eLumen® Software Modules Described Below during the Term are detailed below:

Cerritos College FTES	16,864					
Cost per 6 months for Year 1 through Year 3	Standard Rate per Student	6 Month Cost	Standard Implementation	Beacon Program Discount 61%	Implementation Discount	6 Month Cost For Y2 of Program
Core Assessment and Strategic Initiatives	$1.50	$25,296	$5,000	-$15,431	-$5,000	$9,865
Curriculum Module	$0.50	$8,432	$3,000	-$5,144	-$3,000	$3,288
Student Engagement & ePortfolio Module	$1.00	$16,864	$3,000	-$10,287	-$3,000	$6,577
	$3.00	$50,592	$11,000	-$30,861	-$11,000	$19,731
Payment at Execution of Contract						**$19,731**

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services or any problems therewith as stated in the eLumen Standard Onboard description. This includes technical support for the initial data load, as well as best practices assistance for entering student learning outcomes, initial change management planning, and an initial training each for the data steward, coordinator, and faculty member roles.

5. **Additional Support** Requests for support that are beyond the scope of Standard Support ("Additional Support") may be made and shall be at billed at $140/hours

6. **Fee Schedule Changes** This Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen° Collaborative, LLC:	For Cerritos Community College District:
Name: Peter Zugschwert	Name: Mark B. Logan, CPPO, C.P.M Director of Purchasing & Contract Administration
Title: Chief Financial Officer	Title:
Date: 8 December 2016	Date: 1-19-17

AMENDMENT NO. 2

eLumen, Inc.
514 N 3rd Street - Suite 203
Minneapolis, MN 55401
(612)8889698x101
peter@elumenconnect.com
www.elumenconnect.com

Connecting What's Possible

INVOICE

BILL TO
Frank Mixson
Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650

INVOICE # 519
DATE 11/10/2017
DUE DATE 11/10/2017
TERMS Due at Renewal

ACTIVITY	QTY	RATE	AMOUNT
SAAS Products:Core - Annual Renewal Annual License Renewal of eLumen's Core Module From 11/10/17 to 11/09/18	1	50,592.00	50,592.00
SAAS Products:Curriculum - Annual Renewal Annual License Renewal of eLumen's Curriculum Module From 11/10/17 to 11/09/18	1	16,864.00	16,864.00
SAAS Products:Student Engagement & ePortfolio - Annual Renewal Annual License Renewal of eLumen's Student Engagement & ePortfolio Module From 11/10/17 to 11/09/18	1	33,728.00	33,728.00
Discounts:Beacon Discount Discount for taking part in eLumen's Beacon Program	1	-61,722.00	-61,722.00

If you have any questions or need additional information please contact:
Peter Zugschwert
peter @elumenconnect.com
612-245-4773

BALANCE DUE **$39,462.00**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 43

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Sub-Contractor Agreement with Victor Valley Union High School District on behalf of Adelanto High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Victor Valley Union High School District on behalf of Adelanto High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT ON BEHALF OF ADELANTO HIGH SCHOOL SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded $1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Victor Valley Union High School District on behalf of Adelanto High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from December 1, 2018 through January 31, 2020.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Contract No. 18C0118 – Victor Valley Union High School District on behalf of Adelanto High School – Sub-Contractor Agreement

Cerritos College **DRAFT**

SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
ON BEHALF OF
ADELANTO HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Contract No. 18C0118

This Sub-Contractor Agreement ("Agreement") is made and entered on **August 16, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Victor Valley Union High School District on behalf of Adelanto High School**, (herein after referred to as "AHS" or "Sub-Contractor"), a high school with its principal place of business at 15620 Joshua Road, Adelanto, CA 92301, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year

1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.

1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.

1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.

1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.

1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".

1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **December 1, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$55,000.00**), based upon the following budget allocations**:**

3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.

3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.

3.4 District must receive expenditure report from the general ledger along with the invoice.

4.0 INDEMNIFICATION. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.0 INSURANCE. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

(a) **Workers' Compensation**: Statutory Form.
(b) **Employers' Liability**: $1,000,000 per occurrence.
(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

6.0 INDEPENDENT CONTRACTOR. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

7.0 EMPLOYMENT WITH PUBLIC AGENCY. No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

8.0 CONFLICT OF INTEREST. Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

9.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

10.0 RECORDS ABOUT INDIVIDUALS. California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.

10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

12.0 ANTIDISCRIMINATION IN EMPLOYMENT. Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

13.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

14.0 GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

16.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

17.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT ON BEHALF OF ADELANTO HIGH SCHOOL

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

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18.0 **SECTION HEADINGS**. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 **EXECUTION IN COUNTERPARTS**. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 **NON-WAIVER**. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 **SEVERABILITY**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 **ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT**. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT ON BEHALF OF ADELANTO HIGH SCHOOL:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

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Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
Group 2 Awardees Complete Faculty Training	March 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

* Dates may change with or without notice

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of the Master Services Agreement with CollegeNET, Inc. for Consulting and Implementation Services for Migration from R25 to Series25

ACTION

It is recommended that the Board of Trustees approve the Master Services Agreement with CollegeNET, Inc. for consulting and implementation services for migration from R25 to Series25.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $75,000 which includes the following: initial fee of $20,000, quarterly license fees totaling $30,000, 25Live Upgrade consulting fees of $10,000, Onsite User Training fees of $10,000, and $5,000 for travel costs. Funding for this contract will be allocated from the Academic Affairs budget.

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
COLLEGENET, INC.
CONSULTING AND IMPLEMENTATION SERVICES FOR MIGRATION FROM R25 TO SERIES25

Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

Purpose: On or around February 1996, Cerritos College entered into a Master Licensing Agreement ("Agreement") with Universal Algorithms, Inc. ("UAI") for Schedule 25/Resource 25 (25E) software for facilities scheduling to assign space and other resources utilizing a unique optimizing algorithm. In April 1999, Cerritos College entered into an amendment recognizing UAI's change of name to CollegeNET, Inc. In September 2003, Cerritos College entered into an addendum to adjust the allotted number of licensed seats, but add a WebViewer option. The addendum also provided for an increase in the number of rooms added to the license for scheduling purposes. Cerritos College has opted to renew the contract each year since its initial approval to maintain continuity with a company who is already familiar with the College.

At this time, Cerritos College would like to enter into a new agreement which will supersede and replace the previous agreement and addenda. The new agreement with CollegeNET, Inc. provides for consulting and implementation services to migrate from the current Resource 25 software to Series25; the agreement provides for an initial fee, quarterly license fees, upgrade consulting fees, onsite user training, and travel.

Period: The time period will be from December 31, 2018 through December 31, 2019.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Contract No. 18C0119 – CollegeNET, Inc. – Master Services Agreement
Service Selection Addendum – Series25 Services
Series 25 Service Level Agreement
Service Selection Addendum for Professional Services
Statement of Work

Master Services Agreement

Cerritos College ("Customer") agrees to subscribe to certain services provided by CollegeNET, Inc. ("CollegeNET"), a Delaware corporation, subject to the terms and conditions of this Master Services Agreement ("Agreement"). This Agreement is effective December 31, 2018 ("Effective Date").

1. **Service Selection**. The term "Service" means the Services selected from time to time by Customer and the software licensed by CollegeNET to Customer. To select a Service, Customer and CollegeNET will execute a Service Selection Addendum. Each Service Selection Addendum will define the particulars of the Service to be provided by CollegeNET under such Addendum, including the duration of Customer's right to access the Service. As soon as commercially practical after execution of the Service Selection Addendum, or at a time otherwise agreed by the parties, CollegeNET shall configure and set up the Service on CollegeNET's servers for use by Customer. Customer and CollegeNET may from time to time designate additional Services under this Agreement by executing one or more additional Service Selection Addenda.

2. **Fees and Payment**. In consideration for the Services provided by CollegeNET, Customer agrees to pay CollegeNET the fees set forth in the applicable Service Selection Addendum. Fees are net of taxes and any charges imposed on CollegeNET as a result of Customer's payment process. If Customer is located outside of the United States, CollegeNET reserves the right to require payment of fees by wire transfer or letter of credit drawn on a United States-based bank or other bank approved by CollegeNET. If payment terms are not specified in the applicable Service Selection Addendum, payment is due within thirty (30) days of the date of invoice.

3. **License and Restrictions on Use**.

   3.1. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the selected Services in accordance with this Agreement, the applicable Service Selection Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Services for any purpose, except to the extent such activity is expressly permitted by applicable law.

   3.2. The Services are not designed or intended for use in any situation where failure or fault of any kind of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Customer will not use the Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

4. **Documentation**. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to use the documentation for the Services selected by Customer. After Customer returns a signed Service Selection Addendum to CollegeNET, CollegeNET will provide Customer with instructions on how to access the documentation for the selected Service from a secure portion of CollegeNET's website, www.corp.collegenet.com. All documentation on CollegeNET's website is CollegeNET Confidential Information (defined below).

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5. **Training, Support, and Consulting Services**. Training, support, and consulting services for a particular Service selected by Customer may be available from CollegeNET. Such services may be specified in the applicable Service Selection Addendum or separately contracted for.

6. **Migratory Software**. If at any time CollegeNET offers to Customer a new software product ("Migratory Software") that provides at least substantially similar functionality to any software licensed by CollegeNET to Customer ("Licensed Software) and notifies Customer that the Migratory Software replaces certain Licensed Software, then CollegeNET's obligations to provide service, support, maintenance, and enhancements for the Licensed Software replaced by the Migratory Software will terminate automatically one (1) year after CollegeNET offers the Migratory Software to Customer.

7. **Term and Termination**.

   7.1. **Term**. This Agreement commences on the Effective Date specified above and will remain in effect for a period of five (5) years. The term of a Service Selection Addendum will be specified in such Addendum.

   7.2. **Termination**. Either party may terminate this Agreement by providing ninety (90) days written notice to the other party. If either party defaults on any of its obligations under this Agreement (excluding payment obligations which are covered below), and the default continues for thirty (30) days after the non-defaulting party provides written notice thereof, then the non-defaulting party may, at its option, terminate this Agreement upon written notice.

   7.3. **Termination of Service Selection Addendum**. A Service Selection Addendum may be terminated in accordance with its terms. If Customer selects more than one Service from CollegeNET, termination of one Service Selection Addendum does not automatically terminate any other Service Selection Addenda or this Agreement. Termination of this Agreement automatically terminates any and all Service Selection Addenda.

   7.4. **CollegeNET's Additional Termination Rights**.

      7.4.1. Upon notice, CollegeNET may immediately suspend or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if: (a) Customer's use of the Services is subject to an order from a court or governmental entity stating that Customer's use of the Services must cease; or (b) in CollegeNET's reasonable judgment Customer presents a security risk to CollegeNET. To the extent possible, CollegeNET will notify Customer of the circumstances regarding the security risk or the terms of the order from the court or governmental entity, as applicable.

      7.4.2. Upon ten (10) days notice and a failure by Customer to cure, CollegeNET may modify, suspend, or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if, in CollegeNET's sole judgment, Customer's use of the Services: (a) violates any laws or governmental regulations, including, without limitation, child pornography, obscenity, data privacy, data transfer, or telecommunications laws; (b) may violate any intellectual property rights of CollegeNET or a third party; (c) may violate applicable export control regulations; or (d) violates any applicable CollegeNET policies regarding use of the Services.

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7.4.3. If Customer defaults in the payment of any sum of money due under this Agreement, and the default continues for thirty (30) days after CollegeNET provides written notice thereof, then CollegeNET may, at its option and upon written notice, terminate this Agreement and cease to perform all Services provided hereunder. At CollegeNET's sole option, CollegeNET may terminate only specified Service Selection Addenda and cease to perform all Services under such Addenda. Customer agrees to reimburse CollegeNET for all reasonable expenses CollegeNET may incur in connection with taking the foregoing action, including reasonable attorneys' fees. The remedy contained in this section is in addition to any other rights and remedies available to CollegeNET under this Agreement, by operation of law, or otherwise.

7.5. **Termination Remedies**. The right to terminate this Agreement in the event of default is in addition to any other rights and remedies available to the terminating party under this Agreement, by operation of law, or otherwise.

7.6. **Survival**. Sections 7.5 (Termination Remedies), 7.6 (Survival), 9 (Confidentiality), 10 (Property Ownership), 12.3 (Disclaimer of Warranties), 13 (Intellectual Property Infringement), 14 (Limitation of Liability), 16 (Data), 17 (Taxes), 18 (Export Restrictions), and 20 (General) will survive termination of this Agreement. Payment obligations that arose prior to the date of termination will survive termination of the Agreement.

8. **Customer's Responsibilities**. Customer agrees it is solely responsible for and assumes all liability relating to the following:

8.1. Decisions about its own computer and communications systems needed to access the Services;

8.2. All content and data provided to CollegeNET by or through Customer for use with the Services; Customer shall retain backup copies of all such data and content initially provided to CollegeNET until implementation or set up of the Services is complete;

8.3. Ensuring that any database underlying the Services is populated by Customer;

8.4. Creating and maintaining password security for its personnel who are permitted to use the Services;

8.5. Imposing usage restrictions on its personnel who are permitted to use the Services to ensure that their use will not violate this Agreement or any applicable laws or governmental regulations, infringe the rights of others, violate CollegeNET's usage policies, or interfere with CollegeNET's network or other networks; and

8.6. All results obtained from using the Services.

9. **Confidentiality**.

9.1. **Confidential Information**. "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Confidential Information shall not include

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any information that: (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (b) was known by Receiving Party prior to Disclosing Party's disclosure of such information; (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Receiving Party without reference to Confidential Information. CollegeNET hereby designates the Services and all documentation as Confidential Information under this Agreement.

9.2. **Obligations Regarding Confidential Information**. Receiving Party shall: (a) refrain from disclosing any Confidential Information of the Disclosing Party to third parties; (b) take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party; (c) refrain from disclosing, reproducing, summarizing, and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and (d) refrain from reverse engineering, decompiling, or disassembling any Confidential Information disclosed by Disclosing Party under this Agreement.

9.3. **Permitted Use of Confidential Information**. Receiving Party may use Confidential Information only to accomplish the purposes of this Agreement. Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis, provided that such employees and consultants agree to maintain the confidentiality of the Confidential Information. Customer agrees that CollegeNET may disclose Customer's name and address to CollegeNET's suppliers as necessary to comply with its contractual obligations.

9.4. **Ownership of Confidential Information**. All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.

9.5. **Disclosure Required by Law**. Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party either: (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent; or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

9.6. **Remedies**. Receiving Party will notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

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10. **Property Ownership**.

10.1. **Ownership by CollegeNET**. All right, title, and interest in and to the Services (and the constituent elements thereof), including all: (a) registered and unregistered trademarks, service marks, and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade secrets, proprietary information, and know-how; (d) divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (f) other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of CollegeNET's Services, including documentation, ("CollegeNET Intellectual Property Rights") are owned by CollegeNET or its licensors. CollegeNET will retain all right, title, and interest in the hardware and software used to host the Services, including all related intellectual property rights. Customer agrees to make no claim of interest in or ownership of any such CollegeNET tangible property or CollegeNET Intellectual Property Rights. Customer acknowledges that no title to CollegeNET tangible property or CollegeNET Intellectual Property Rights is transferred to Customer, and that Customer does not obtain any rights, express or implied, in the Services, other than the rights to access and use the Services expressly granted in this Agreement.

10.2. **Derivative Works**. To the extent that Customer creates any derivative work (any work that is based upon one or more preexisting versions of a work provided to Customer, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting works may be recast, transformed, or adapted) such derivative work shall be owned by CollegeNET, and all right, title, and interest in and to each such derivative work shall automatically vest in CollegeNET. CollegeNET shall have no obligation to grant Customer any right in any such derivative work.

11. **Ownership Identification**. Customer will not remove, modify, or obscure any copyright, trademark, patent, or other proprietary rights notices that appear in CollegeNET documents and Services without CollegeNET's prior written consent. Customer may refer to its use of the Services in its own publications, provided that Customer complies with the requirements of this section, properly identifies the Services, and acknowledges CollegeNET as the provider of the Services.

12. **Warranties and Disclaimers**.

12.1. **Customer Warranties**. Customer represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. Customer represents and warrants that, to the best of its knowledge, the data Customer provides to CollegeNET is and will be accurate.

12.2. **CollegeNET Warranties**. CollegeNET represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. CollegeNET represents and warrants that it has the right to make the Services and documentation available pursuant to this Agreement.

12.3. **Disclaimer of Warranties**.

12.3.1. **By CollegeNET's Suppliers**. COLLEGENET'S SUPPLIERS HEREBY

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DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

12.3.2. **By CollegeNET**. COLLEGENET HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. COLLEGENET DOES NOT WARRANT THAT THE SERVICES OR THE SOFTWARE UNDERLYING THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION, OR THAT THE DATA CUSTOMER STORES IN ANY SERVICE ACCOUNT WILL NOT BE LOST OR DAMAGED. THE SERVICES ARE PROVIDED BY COLLEGENET ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK.

13. **Intellectual Property Infringement**.

13.1. CollegeNET will defend or settle, at its option and expense, any action brought against Customer alleging that the Service infringes a United States patent or copyright or misappropriates a United States trade secret. CollegeNET will pay any costs and damages finally awarded against Customer that are attributable to the infringement action. Customer understands and agrees that as conditions of CollegeNET's obligations under this section Customer must: (a) notify CollegeNET promptly in writing of the action; (b) provide CollegeNET all reasonable information and assistance to defend or settle the action; and (c) grant CollegeNET sole authority and control of the defense or settlement of the action. Customer may participate in the defense or settlement of the action at its own expense.

13.2. If an infringement claim is made, CollegeNET may, at its option and expense: (a) replace or modify the Service so that it becomes noninfringing; (b) procure for Customer the right to continue using the Service; or (c) terminate the applicable Service Selection Addendum and refund any set up fee paid for the infringing Service.

13.3. CollegeNET has no liability to Customer to the extent infringement is caused by Customer and/or based upon: (a) materials or data provided by Customer; (b) modification of the Service by Customer or its users; (c) use of the Service as part of an infringing process; (d) a product or service made, sold, or provided by Customer; or (e) infringement by Customer that is deemed willful. In the case of (e), Customer shall reimburse CollegeNET for its attorney's fees and other costs related to the action upon a final judgment.

13.4. THIS SECTION IS SUBJECT TO THE LIMITATION OF LIABILITY SECTION CONTAINED IN THIS AGREEMENT AND STATES THE ENTIRE LIABILITY OF COLLEGENET AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH

RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SERVICES PROVIDED BY COLLEGENET UNDER THIS AGREEMENT.

14. **Limitation of Liability**. EXCEPT WHERE THIS EXCLUSION OR LIMITATION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL COLLEGENET OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLLEGENET'S SUPPLIERS HAVE ANY LIABILITY FOR DAMAGES ARISING FROM THE SERVICES. IN NO EVENT SHALL COLLEGENET'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. **Force Majeure**. Except for nonpayment of money due under this Agreement, neither party will be liable in damages or have the right to terminate this Agreement for any failure or delay in performing hereunder if such failure or delay is caused by conditions beyond its reasonable control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, natural disasters, failure by third party service providers (such as telecommunications companies), and/or any other cause beyond the reasonable control of the party whose performance is affected. The duration of any duties to be performed under this Agreement will be extended by the duration of such causes or conditions.

16. **Data**. Customer will provide the initial data required for any Service at a time, in a form, and on such media that the parties find mutually acceptable. CollegeNET will use appropriate administrative, technical, and physical security measures to safeguard the data provided by Customer and its users, and CollegeNET will not rent or sell personally identifiable data to third parties. CollegeNET may disclose personally identifiable data to third parties when CollegeNET reasonably believes it is necessary to do so in order to prevent abuse, fraud, or unlawful use of CollegeNET's Services, to protect CollegeNET's rights, safety, or property, or to protect the rights, safety, or property of CollegeNET's clients or other end users; or when CollegeNET reasonably believes doing so is necessary to comply with the law. CollegeNET may also disclose personally identifiable data to third party vendors and service providers who assist CollegeNET in performing internal functions necessary to operate CollegeNET's business (such as analyzing data, processing electronic payments, and fulfilling or delivering orders or other materials), provided that CollegeNET remains responsible for the security of the personally identifiable data disclosed to such third party vendors and service providers. In the event of a data security breach involving Customer's data, CollegeNET will notify Customer within one (1) business day after discovery of the breach, and CollegeNET will coordinate with Customer in responding to the breach. Customer is responsible for its users' use of data obtained from the Services provided by CollegeNET under this Agreement.

17. **Taxes**. Customer is responsible for payment to the proper authority of any applicable sales, use, or other tax owed by Customer for the Services provided under this Agreement. CollegeNET may request that Customer provide CollegeNET with proof of payment of any applicable taxes or proof of tax exempt status, and Customer agrees to provide such proof within thirty (30) days of receiving any such request. Customer will indemnify, defend, and hold harmless CollegeNET from and against all claims arising out of or resulting from Customer's failure or alleged failure to pay taxes due.

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18. **Export Restrictions**. Customer agrees that it will comply with all applicable international and U.S. laws, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

19. **Replication of Agreement**. If Customer is a public college or university in the United States, Customer and CollegeNET agree that this Agreement, not including any Addenda, may be replicated so that other public colleges and universities located in the same state as Customer may contract with CollegeNET on the same terms and conditions as those contained in this Agreement. Any such replication or "piggybacking" requires the prior written consent of CollegeNET. Both CollegeNET and the public college or university desiring to replicate the Agreement must sign a Replication Agreement and a Service Selection Addendum for the Services to be provided to the public college or university under the replicated Master Services Agreement.

20. **General**.

    20.1. **Entire Agreement**. Any prior or contemporaneous agreements, contracts, promises, or representations between the parties or their representatives concerning the subject matter of this Agreement are merged into this Agreement and associated Service Selection Addenda, which, along with any other Addenda that specifically reference this Agreement, constitute the entire understanding between the parties concerning the subject matter of this Agreement.

    20.2. **Order of Precedence**. In the event of a conflict between this Agreement and an Addendum to this Agreement, the terms and conditions of the Addendum will control for the subject matter of such Addendum.

    20.3. **Modification of Agreement**. No modification of this Agreement will be valid unless in writing and signed by the parties or their authorized representatives.

    20.4. **Waiver**. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

    20.5. **Governing Law**. This Agreement is governed by the laws of the United States of America and the laws of the State of California, without regard to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

    20.6. **Severability**. If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

    20.7. **Headings**. The headings in this Agreement are inserted for convenience only and are not intended to have any legal effect.

    20.8. **Notices**. Except as otherwise provided herein, all notices under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by Federal Express or equivalent recognized courier, signature required. Notices shall be sent to the receiving party's address listed below, or to such other address of which the receiving party has notified the sending party in the manner provided in this section.

    20.9. **Assignment**. Either party may not assign or otherwise transfer in whole or in

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part or in any manner any rights, obligations, or any interest in or under this Agreement without the other party's prior written consent, and any attempted assignment without such consent will be void. A merger or acquisition by a third party will be treated as an assignment.

20.10. **Customers Outside The United States**. If Customer is located outside the United States and its possessions, this Agreement is subject to the approval of the President of CollegeNET or his or her designee at CollegeNET's headquarters in Portland, Oregon, USA.

20.11. **U.S. Government End Users**. The software underlying the Services is a "commercial item", as that term is defined in 48 C.F.R. 2.101 (Oct. 2010), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Oct. 2002). Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4 (Oct. 2002), all U.S. Government End Users acquire the right to use the software underlying the Services with only those rights set forth herein.

20.12. **Authority to Contract**. Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.	**Customer**
805 SW Broadway, Suite 1600 Portland, Oregon 97205 USA	Address:_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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Service Selection Addendum
For Series25® Services

This Service Selection Addendum for Series25® Services ("Series25 Addendum") supplements and amends the Master Services Agreement dated December 31, 2018 ("Agreement") between **Cerritos College** ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 Addendum is between Customer and CollegeNET and is effective December 31, 2018 ("Addendum Effective Date").

1. **Incorporation of Terms**. This Series25 Addendum incorporates all the terms, conditions, and definitions of the Agreement between Customer and CollegeNET. The parties agree that any standard terms and conditions included in or referenced by any document issued by one party to the other (such as a purchase order or invoice) will not apply.

2. **Previous Agreements**. This Series25 Addendum supersedes and replaces the following previously executed agreement(s) between the parties:

   Master Licensing Agreement dated 2/28/96
   Product Selection Addendum dated 8/8/96
   Product Selection Addendum dated 8/29/96
   Product Exchange Addendum dated 7/16/03
   Schedule25 Replacement Addendum dated 9/18/03
   Product Selection Addendum dated 9/23/03

   In consideration of the termination of the above agreement(s), CollegeNET will send Customer an invoice for the prorated Annual Fee specified below, and Customer will pay the prorated Annual Fee to CollegeNET within thirty (30) days of the invoice date.

   Prorated Annual Fee: $**N/A**

3. **Description of Series25® Services**. The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.

4. **Selection of Series25 Services**. Customer selects the following Series25 services ("Services):

   [X] **25Live - test & production instances** (including 25Live Interactive Report Writer)

   [X] **Schedule25**: For **390** rooms

   [X] **R25 until June 30, 2019**

   [ ] **X25**

   [X] **SIS Interface**: LYNX for Campus Solutions

5. **Location**. Customer may use the Licensed Software and Services for the following location(s):

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6. **License and Restrictions on Use**. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the Licensed Software and Services in accordance with the Agreement, this Series25 Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Licensed Software or Services for any purpose. CollegeNET hereby designates the Licensed Software and all documentation as Confidential Information under the Agreement.

7. **Fees for the Licensed Software and Services Selected by Customer**.

7.1. **Initial Fee**. Customer will pay CollegeNET an initial fee ("Initial Fee") for the Licensed Software and Services. The Initial Fee is specified below. CollegeNET will send Customer an invoice for the Initial Fee, and Customer will pay the Initial Fee to CollegeNET within thirty (30) days of invoice receipt.

Initial Fee: $**20,000.00**

7.2. **Quarterly Fee**. Customer will pay CollegeNET a quarterly fee ("Quarterly Fee") for the Licensed Software and Services. The Quarterly Fee will be billed in arrears. CollegeNET will send Customer an invoice for the first Quarterly Fee at the end of the calendar quarter that includes the Addendum Effective Date. The first Quarterly Fee will be prorated to $N/A. At the end of each calendar quarter thereafter, CollegeNET will send Customer an invoice for the Quarterly Fee. Customer will pay the Quarterly Fee to CollegeNET upon receipt of the invoice. CollegeNET will notify Customer by invoice of the amount of each Quarterly Fee. Any increase in the amount of the Quarterly Fee will be subject to the limitation contained in this Section 7.

Quarterly Fee: $**7,500.00**

7.3. **25Live Accounting Function**. CollegeNET's 25Live service includes the capability to set up and manage billing accounts; generate invoices and pre-defined accounting reports against Customer's Series25 pricing data; and record payments received. Use of the 25Live accounting function is at Customer's option. Customer will notify CollegeNET in writing when it wants to begin using the 25Live accounting function. Within thirty (30) days after receiving Customer's request, CollegeNET will set up one (1) institutional account for Customer which will include three (3) user accounts so that Customer can access the 25Live accounting function. There will be no charge for this one (1) institutional account and the three (3) associated user accounts. If Customer wants more than one institutional account to access the 25Live accounting function, Customer will notify CollegeNET in writing, and CollegeNET will set up the additional institutional account(s) for Customer within a reasonable period of time after receiving Customer's request. Each additional institutional account will cost $250.00 per quarter, and will include three (3) associated user accounts. At the end of each calendar quarter, CollegeNET will invoice Customer in arrears for any additional institutional accounts, and Customer will pay CollegeNET within thirty (30) days of the invoice date.

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7.4. **Fee Increases**. All fees are net of taxes. Starting January 1, 2020, CollegeNET will increase fees five percent (5%) per calendar year.

8. **Warranties**. In addition to the warranties set forth in Section 12.2 (CollegeNET Warranties) of the Master Services Agreement, CollegeNET represents and warrants that the Licensed Software will perform all the functional capabilities described in, and otherwise conform in all material respects to, the specifications set forth in the applicable documentation. The performance warranties stated in this Section do not apply to conditions caused by any of the following: (1) misuse, alteration, modification, or negligent operation of the Licensed Software by Customer; (2) failure by Customer to provide a suitable operating environment for the Licensed Software; or (3) Customer's use of the Licensed Software with any equipment or software that CollegeNET has not approved for use with the Licensed Software.

9. **Term**. This Series25 Addendum commences on the Addendum Effective Date specified above and continues until December 31, 2019. Provided that Customer has timely paid the fees specified in this Series25 Addendum, this Series25 Addendum will automatically renew for a one (1) year period on January 1 of each year thereafter.

10. **Termination**.

10.1. Either party may terminate this Series25 Addendum by providing ninety (90) days written notice to the other party. Termination of this Series25 Addendum terminates all licenses and access rights granted to Customer under this Series25 Addendum. If Customer wants to terminate its rights to use or access some, but not all, of the Licensed Software and/or Services selected under this Series25 Addendum, Customer will notify CollegeNET in writing. In case of either complete or partial termination, Customer will pay to CollegeNET the Quarterly Fees that accrued or would have accrued through the date of termination for the terminated Licensed Software and/or Services.

10.2. Upon termination of any license or access right granted under this Addendum, Customer will either return to CollegeNET or destroy, and provide CollegeNET with an affidavit of destruction of, all originals and copies of the applicable Licensed Software and documentation.

11. **Citrix Environment**. CollegeNET will license and maintain the server software necessary to provide a Citrix Metaframe environment so that Customer can access the Schedule25 and/or R25 Services, if selected by Customer. CollegeNET will provide sufficient capacity in the licensed server software to support up to a maximum of five (5) seats for Customer free of charge. Customer is responsible for acquiring and supporting the Citrix client software necessary to access the Services. CollegeNET will provide Customer with the specifications and requirements for the Citrix client software.

12. **Conditions for R25 Services and/or 25Live Services**. If Customer is purchasing the right to use R25 Services and/or 25Live Services, CollegeNET will set up two (2) secure databases on CollegeNET-hosted servers. Customer will either populate the databases with all data required for the Services or provide the data to CollegeNET in a mutually agreed upon format for batch upload into the databases. At any time prior to termination of this Series25 Addendum, Customer may submit a written request to CollegeNET for a copy of Customer's R25 and/or 25Live production data. Provided that Customer has paid all applicable fees, CollegeNET will, within thirty (30) days after receipt of Customer's written request, provide in XML or other mutually agreed upon format Customer's R25 and/or 25Live production data from the database on CollegeNET-hosted servers. In the event this Series25 Addendum is terminated, CollegeNET will delete the two (2) secure

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databases on CollegeNET-hosted servers. If Customer uses Shibboleth single sign-on, Customer must provide a Shibboleth account for CollegeNET's use to enable authenticated access to Customer's 25Live instance.

13. **Contacts**. Customer will appoint an Application User Contact and Application Technical Contact to coordinate communications between CollegeNET and Customer regarding the Licensed Software and Services, and Customer will instruct its user community to direct questions, comments, and suggestions to its designated contacts, who will relay these to CollegeNET when appropriate. Customer agrees to notify CollegeNET of the contacts and any changes to the contacts. Customer designates the following person as its contact for accounting matters:

Name:_____
Title:_____
Address:_____
_____
_____
Phone:_____
Fax:_____
Email:_____

14. **Support**.

14.1. **Customer Support**. CollegeNET will provide support for the Licensed Software and the Services in accordance with the terms of this Addendum and CollegeNET's then current written Series25 Customer Handbook.

14.2. **Support Tickets**. A "Support Ticket" will be generated for each discrete issue, concern, or matter directly relating to the Licensed Software and the Services for which Customer requests assistance, other than routine administrative tasks. CollegeNET will provide reasonable support at no additional charge to Customer. If in CollegeNET's reasonable judgment Customer's use of support becomes excessive or is otherwise unreasonable, CollegeNET may require Customer to obtain training and/or consulting services to address its needs.

14.3. **Proper Environment**. CollegeNET's obligations to provide support, service, maintenance, and enhancements are conditioned upon Customer using the Licensed Software and the Services with the hardware, operating system, database, web browser, and software utilities (including the current versions thereof) that CollegeNET recommends. In addition, Customer agrees to use reasonable efforts to develop staff knowledge and expertise in the implementation, use, and maintenance of the Licensed Software and the Services.

15. **Training and Consulting**. If Customer requests training or consulting services from CollegeNET, Customer and CollegeNET may enter into a separate written Addendum.

16. **Survival**. In addition to payment obligations accrued prior to the termination date and the sections specified in the Agreement, the following sections of this Series25 Addendum will survive termination of this Addendum: Survival, Order of Precedence.

17. **Order of Precedence**. In the event of a conflict between the Master Services Agreement and this Series25 Addendum, the terms and conditions of this Series25 Addendum will control for the subject matter of this Addendum.

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18. **Authority to Contract**. Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.

805 SW Broadway, Suite 1600
Portland, Oregon 97205
USA

By:_____

Name:_____

Title:_____

Customer

Address:_____

_____

_____

By:_____

Name:_____

Title:_____

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Series25®
Service Level Agreement

This Series25® Service Level Agreement ("Series25 SLA") supplements and amends the Series25 Addendum dated December 31, 2018 ("Addendum") between **Cerritos College** ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 SLA is between Customer and CollegeNET and is effective December 31, 2018 ("SLA Effective Date").

1. **Incorporation of Terms**. This Series25 SLA incorporates all the terms, conditions, and definitions of the Addendum between Customer and CollegeNET.

2. **Description of Series25® Services**. The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.

    2.1. **25Live®** enables Web-based event calendaring, scheduling, and publishing.

    2.2. **X25®** provides Web-based analytics for space utilization management and business intelligence.

    2.3. **R25i®** is full-featured event, space, and resource management software hosted by CollegeNET and delivered via Citrix.

    2.4. **Schedule25®** enables automated, optimized, classroom scheduling hosted by CollegeNET and delivered via Citrix.

    2.5. **LYNX Interface** integrates Customer's student information system with 25Live.

3. **Maintenance**.

    3.1. **Scheduled Maintenance**. Many of the tasks necessary to repair, maintain, or improve operation of the Series25 Services can be accomplished without interrupting access to the Services. For tasks that do require interrupting access to the Services, CollegeNET will notify Customer via email at least five (5) days in advance of the interruption. CollegeNET will use reasonable efforts to schedule such interruptions for off-peak (low usage) times.

    3.2. **Unscheduled Maintenance**. If access to the Services is interrupted without prior notice, CollegeNET will, if possible, promptly present a maintenance page to users attempting to access the Services. The maintenance page will indicate that the Services are temporarily unavailable and include other appropriate information, such as how long the interruption is expected to last, if known, and how to contact CollegeNET with questions or concerns. CollegeNET will notify Customer via email if the interruption is expected to last more than two (2) hours.

4. **Service Level**.

    4.1. **Guaranty**. The Series25 Services will be available for use 99.9% of the time in any given calendar quarter, excluding interruptions resulting from: (a) Scheduled Maintenance (described above); (b) Customer equipment or LAN failure; (c)

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Customer caused disruptions; (d) interconnections to or from the Internet; and (e) force majeure events.

4.2. **Service Level Credit**. If Customer is unable to access the Services (a "Service Level Failure"), Customer should contact CollegeNET Support to report the incident. A Service Level Failure begins upon receipt by CollegeNET of an incident report and ends when the affected Service is operational. As its sole and exclusive remedy, Customer will be entitled to a "Service Level Credit" if: (a) Customer reports more than two (2) Service Level Failures for the same Service in a calendar quarter; (b) the Service Level Failures were not the result of any of the causes specified in Section 4.1 above; and (c) Customer requests a Service Level Credit in writing within thirty (30) days after the end of the calendar quarter in which the Service Level Failures occurred. If all of the above conditions are satisfied, CollegeNET will apply a Service Level Credit to Customer's account in an amount equal to ten percent (10%) of the Quarterly Fee (or ten percent (10%) of one fourth (1/4) of the Annual Fee, if applicable) for the affected Service. An unused Service Level Credit will not have any cash value at the end of the Addendum term or otherwise.

5. **Software Updates**.

5.1. **Patches**. CollegeNET will periodically apply patches to the Series25 Services. CollegeNET will notify Customer via email at least five (5) days before applying a patch, unless CollegeNET determines there is an urgent need to apply a patch.

5.2. **25Live, X25, and LYNX Interface**. CollegeNET will periodically upgrade the software underlying the 25Live, X25, and LYNX Interface Services. Three (3) weeks before a scheduled release date, CollegeNET will send Customer an email announcing the release date and providing an overview of the expected functionality of the upcoming release.

5.2.1. **25Live – Database Hosted by CollegeNET**. On the release date, CollegeNET will upgrade Customer's test instance(s) of 25Live and send Customer an email with the release notes. Four (4) to eight (8) weeks after the release date, CollegeNET will upgrade Customer's production instance(s) of 25Live.

5.2.2. **X25**. On the release date, CollegeNET will upgrade the X25 software and send Customer an email with the release notes.

5.2.3. **LYNX Interface**. On the release date, CollegeNET will upgrade the LYNX Interface software and send Customer an email with the release notes.

6. **Refresh of 25Live Test Instance Data**. Within three (3) business days of receiving Customer's written request, CollegeNET will refresh the data in Customer's test instance(s) of 25Live with current data from Customer's production instance of 25Live. CollegeNET will refresh Customer's data no more frequently than two (2) times per release cycle and no more than eight (8) times per calendar year.

7. **Backups**. CollegeNET will perform automated and encrypted network backups on a regularly scheduled basis and will store archives to a large tape library. Series25 Services will remain accessible during backups and will be configured to provide for continual operation. Backup copies will be kept: (a) on-site, in a secure location for quick restoration; (b) off-site locally, with a third party secure storage provider; and (c) off-site remotely, in a co-location facility in a seismically stable zone for restoration should

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CollegeNET's primary server facility be compromised to such an extent that the Services cannot be restored within a commercially reasonable timeframe from the on-site or local off-site backups. In addition to backups, most CollegeNET servers use RAID technology to greatly increase the reliability of the information while on disk.

8. **Disaster Recovery**. Provided that standard communication channels remain open following a disaster that impacts CollegeNET's ability to deliver Services, CollegeNET shall provide Customer timely notice of the disaster. CollegeNET will use commercially reasonable efforts to restore Services critical to Customer's business operations as soon as possible. If a disaster results in a Service being unavailable to Customer for more than 48 continuous hours, CollegeNET will not charge Customer for the affected Service for the number of the days that the Service remains unavailable.

9. **Authority to Contract**. Each party represents and warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.	**Customer**
805 SW Broadway, Suite 1600 Portland, Oregon 97205 USA	Address:_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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Service Selection Addendum
For
Professional Services

This Service Selection Addendum for Professional Services ("Professional Services Addendum") supplements a Master Services Agreement dated December 31, 2018 ("Agreement") between CollegeNET, Inc. ("CollegeNET") and **Cerritos Community College** District ("Customer").

The effective date of this Professional Services Addendum is December 31, 2018 ("Effective Date").

1. **Incorporation of Terms**. Except as specifically stated herein, this Professional Services Addendum incorporates all the terms, conditions, and definitions of the Agreement between Customer and CollegeNET and any applicable Addenda.

2. **Term and Termination**. This Professional Services Addendum commences on the Effective Date specified above and will remain in effect until terminated in accordance with its terms. Either party may terminate this Professional Services Addendum by providing written notice of termination to the other party. Termination of this Professional Services Addendum will become effective on the later of thirty (30) days after the date of the termination notice or the date when there are no Professional Services remaining to be provided under a Statement of Work that references this Professional Services Addendum. Payment obligations that arose prior to the date of termination will survive termination of this Professional Services Addendum.

3. **Description of Professional Services**. Customer desires CollegeNET to provide, and CollegeNET agrees to provide to Customer, the professional services ("Professional Services") specified in a Statement of Work ("SOW") that has been signed by both parties and that references this Professional Services Addendum.

4. **Fees and Expenses**. Customer will pay CollegeNET fees for Professional Services as provided in the applicable Statement of Work. Customer will reimburse CollegeNET for all necessary, reasonable, and authorized expenses incurred by CollegeNET in the performance of the Professional Services, including travel, provided that such expenses are authorized in advance and in writing by Customer, either specifically or in the aggregate. CollegeNET will submit expense reimbursement requests reasonably promptly and will provide such supporting documentation as Customer reasonably requests. Unless otherwise specified in the applicable Statement of Work, payment is due within thirty (30) days of invoice receipt. CollegeNET is authorized to cease work under this Professional Services Addendum if Customer has an overdue balance, and CollegeNET will not be responsible for missed deadlines, which may be affected by such authorized cessation of work.

5. **Acceptance**. CollegeNET will notify Customer when CollegeNET believes the Professional Services covered by a Statement of Work have been completed, and CollegeNET will invoice Customer in accordance with the applicable Statement of Work. If Customer does not object within ten (10) days after such notice, CollegeNET will deem the Professional Services to have been completed and accepted by Customer.

6. **Independent Contractor**. CollegeNET is an independent contractor that provides professional services to industry and the public. Nothing herein will prevent CollegeNET from continuing to provide such services to others, except to the extent they may directly conflict with CollegeNET's duties under this Professional Services Addendum.

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7. **Authority to Contract**. Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.	**Customer**
805 SW Broadway, Suite 1600 Portland, Oregon 97205 USA	Address:_____ _____ _____
	Phone:_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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Statement of Work

This Statement of Work is part of the Service Selection Addendum for Professional Services ("Professional Services Addendum") between CollegeNET, Inc. and **Cerritos College** ("Customer").

1. **Description of Professional Services**. CollegeNET will provide to Customer, and Customer will pay CollegeNET for the Series25® consulting and implementation services described in this Statement of Work ("Professional Services").

2. **Fees**. The prices set forth in this Statement of Work are valid for one (1) year from the Effective Date of the Professional Services Addendum.

3. **Expenses**. Travel expenses are not included in the prices set forth in this Statement of Work. Customer will reimburse CollegeNET for applicable travel expenses in accordance with the Professional Services Addendum.

4. **Changes**. A change in the scope of the Professional Services to be provided may result in a change in price and/or schedule, which must be mutually agreed upon in writing by the parties.

5. **Rescheduling and Cancellation**. Customer may reschedule or cancel delivery of the Professional Services by providing written notice to CollegeNET at least thirty (30) days prior to the scheduled delivery date. If Customer reschedules or cancels delivery of the Professional Services less than thirty (30) days prior to the scheduled delivery date, Customer agrees to pay CollegeNET a fee of: (a) twenty-five percent (25%) if the reschedule or cancellation notice is received between fifteen (15) and twenty-nine (29) days prior to the scheduled delivery date; or (b) fifty percent (50%) if the reschedule or cancellation notice is received less than fifteen (15) days prior to the scheduled delivery date. In all cases, Customer will reimburse CollegeNET for any actual travel expenses (per Customer's travel expense policy) associated with the rescheduled or cancelled Professional Services, regardless of when the notice of such rescheduling or cancellation was received.

6. **Customer Provided Resources**. Customer will provide the following resources:

   - All implementation team members must be assigned and staffed prior to and available on the date of delivery of the Professional Services.
   - Computer(s) that have access to the Internet and latest version of all licensed Series25® products and services (e.g., 25Live®, 25Live Publisher, Schedule25 Optimizer, Series25-SIS Interface).
   - Access to training/conference room with data projection capabilities (available to both Customer Series25 installation and the consultant's computer).
   - Ability to logon to licensed products and services using an administrative account.
   - For onsite services, CollegeNET consultant will need a whiteboard, markers, and Internet access.
   - For remote services, a long distance phone connection via a telephone/headset or speakerphone.
   - For Customer sites with Shibboleth single sign-on enabled, Customer must provide a Shibboleth account for CollegeNET's use to enable authenticated access to Customer's 25Live instance.

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UNDERSTOOD AND AGREED:

COLLEGENET	CUSTOMER
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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LYNX for Campus Solutions Interface Installation

Location: Remotely provided

Fee: $0.00

Description of Service

A CollegeNET consultant will install and configure test and production instances of the LYNX for Campus Solutions interface. One set of test data will be loaded from Customer's SIS into the Series25 production database, and test data will also be sent back to Customer's SIS.

25Live Upgrade Consulting

Location: Provided at Customer's primary location

Fee: $10,000.00, plus travel expenses (per Customer's travel expense policy)

Description of Service

A CollegeNET consultant will travel onsite and work directly with up to 12 campus staff members for 3 days. The goal of the visit is to coordinate staff in order to provide them with a functional 25Live installation that will be suitable for typical event requestors and schedulers. Prior to the onsite visit the consultant will be available for a remote conference call with implementation team for introductions. During the visit the consultant will discuss current business practices and future scheduling vision, and review and update master lists accordingly. Series25 security will be updated to ensure compatibility with 25Live. The consultant will set up a Requestor Event Wizard and a default Scheduling Event Wizard, as well as update Series25 administrative settings in light of 25Live.

Schedule

The CollegeNET consultant will lead onsite meetings for 3 consecutive business days, with dates to be determined. Meetings typically last from 9:00 am to 4:00 pm, with a one hour break for lunch.

User Training

Location: Provided at Customer's primary location

Fee: $10,000.00, plus travel expenses (per Customer's travel expense policy)

Description of Service

A CollegeNET consultant will work with the Customer implementation team to provide user training to a maximum of 12 participants in Customer's new Series25 environment. Key areas of training include:

- 25Live® Navigation
- Event Scheduling
- Workflow Management
- Searching

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- Reporting
- User Interface Personalization
- Security Administration and Configuration
- Export term of courses from Customer SIS

Schedule

The CollegeNET consultant will lead onsite meetings for 3 consecutive business days, with dates to be determined. Meetings typically last from 9:00 am to 4:00 pm, with a one hour break for lunch.

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of the Subgrant Agreement for the Telecommunications and Technology Infrastructure Program Apportionment Agreement (No. 17-055-001)**

ACTION

It is recommended that the Board of Trustees ratify the subgrant agreement for the Telecommunications and Technology Infrastructure Program Apportionment Agreement (No. 17-055-001) allocated to Cerritos College to assist with the funding of equipment to upgrade infrastructure connectivity.

FISCAL IMPACT

Cerritos College will receive funding in the amount of $50,000; funding is made possible through Butte-Glenn Community College District's 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
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
SUBGRANT AGREEMENT FOR THE TELECOMMUNICATIONS AND TECHNOLOGY INFRASTRUCTURE PROGRAM APPORTIONMENT AGREEMENT (NO. 17-055-001)
Requested by: Mr. Patrick O'Donnell, Director of Information Technology

Purpose: Cerritos College wishes to ratify the subgrant agreement with Butte-Glenn Community College District for acceptance of the Telecommunications and Technology Infrastructure Program Apportionment Agreement (No. 17-055-001) under the California Community Colleges Broadband Connectivity Equipment Grant. The purpose of the grant is to provide work for the project entitled Corporation for Education Network Initiatives in California (CENIC) and the California Research and Education Network (CalREN) Connectivity Upgrades through financial assistance for equipment upgrades. Butte-Glenn Community College District is the fiscal agent, and has obtained a grant agreement from the California Community Colleges Chancellor's Office to distribute funds. Butte-Glenn Community College District is sponsoring a program, the California

Community Colleges Technology Center, who will consult with Cerritos College on what type of upgrade the college qualifies for, and how to best use the funds allotted.

The Cerritos College mission is dependent on Internet connectivity and demand for bandwidth is increasing as mobile devices and smart devices are increasingly used and connect to the network. To assist with the increased demand, the California State Legislature and State Governor's Office recognized that colleges and districts must upgrade their circuit infrastructure. Funds have been allotted to upgrade, accelerate, and broaden 10Gb circuit adoption through the reduction of financial barriers by offsetting and/or providing monetary relief to upgrade infrastructure to make use of the increased bandwidth; a maximum total of $50,000 will be allotted to Cerritos College to offset funds spent to upgrade connectivity to the CENIC 10Gb circuit.

Period: The time period will be from the date of final signature on the subgrant agreement through June 30, 2019.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Contract No. 18C0120 – Butte-Glenn Community College District Subgrant Agreement

EXECUTIVE SUMMARY
CCC Technology Center

Contractor:	C18-022: Cerritos College
Period of Performance:	From date of Contract final signature to 06/30/2019
Cost:	$50,000

Synopsis:

A mini-grant of $50,000 is being offered under the *California Community Colleges Broadband Connectivity Equipment* Grant project to provide each successful applicant college financial assistance with the funding of equipment that may be needed to facilitate 10 Gb circuit upgrades involved with connecting the CENIC network post-router to the college network.

Awarded funds will be contingent upon completion of installation and operation of equipment, usually but not limited to protective firewalls, purchased by a college to integrate the active CENIC 10 Gb circuit with their local network. An applicant college will consult with the CCC Technology Center on what type of upgrade the college location qualifies for and how to make the best use of the grant funds. The particular College CTO will be required to verify in writing that the equipment purchased is operating to facilitate the upgraded connectivity to the college.

Payment will be issued after review and acceptance of an invoice from the applicant college.

Bruce A. Racheter
Bruce Racheter (Oct 11, 2018)

Bruce Racheter
Financial/Contractual Project Manager
X4084

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

SUBGRANT AGREEMENT

for Projects Sponsored by the California Community Colleges 10Gb Broadband Connectivity Equipment Grant

This Subgrant Agreement is entered into by and between the Butte-Glenn Community College District, on behalf of its sponsored program the California Community Colleges Technology Center (hereinafter referred to as "District") and Cerritos College (hereinafter referred to as "Subgrantee") for the Subgrantee to perform the work or services which is more particularly set forth in this Subgrant Agreement and in the Exhibits attached hereto and incorporated into this Subgrant Agreement by this reference. District and Subgrantee may hereinafter be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District has been awarded a GRANT Agreement by the CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE (hereinafter referred to as "Sponsor") under TELECOMMUNICATIONS and TECHNOLOGY INFRASTRUCTURE PROGRAM (TTIP) APPORTIONMENT Agreement number 17-055-001 (hereinafter referred to as "Grant"), for the purpose of performing work for the project entitled CORPORATION for EDUCATION NETWORK INITIATIVES in CALIFORNIA (CENIC) and the CALIFORNIA RESEARCH and EDUCATION NETWORK (CalREN) CONNECTIVITY UPGRADES (hereinafter referred to as "Project").

WHEREAS, the District is authorized to make subgrants for participation in the Project in accordance with the Grant.

WHEREAS, the Subgrantee desires to participate in the Project and is specifically qualified and equipped to perform the work or services herein described according to the terms and conditions of this Subgrant Agreement and the Grant.

WHERAS, the District and the Subgrantee desire to enter into this Subgrant Agreement to establish the terms, conditions, and requirements governing the administration and use of the Grant funds received by or used by Subgrantee.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE DISTRICT AND SUBGRANTEE AGREE AS FOLLOWS:

1. SCOPE OF WORK. The Subgrantee shall provide the following:

   1.1. In order to help offset and provide monetary relief for the Subgrantee to upgrade infrastructure to make use of the increased bandwidth, the District is providing a maximum total of fifty thousand dollars ($50,000) for each college that has already spent funds to upgrade connectivity. In many cases this may include, but is not limited to, the purchase of a 10 Gb firewall

   1.2. Subgrantee shall provide the work or services as more fully detailed within this Subgrant Agreement and in the Scope of Work attached hereto as Exhibit A.

   1.3. Subgrantee shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the work or services under this Subgrant Agreement.

2. TERM OF SUBGRANT AGREEMENT. The term of this Subgrant Agreement shall commence on THE DATE OF FINAL SIGNATURE of this Subgrant and shall end on June 30, 2019, unless otherwise terminated in accordance with this Subgrant Agreement.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1. The total amount of funds made available and reimbursable to Subgrantee under this Subgrant Agreement shall not exceed FIFTY THOUSAND DOLLARS ($50,000).

3.2. Payment will be made to Subgrantee on a fixed amount basis. In no event shall the District be liable for reimbursement of any cost which would result in cumulative payment under this Subgrant Agreement exceeding the total amount provided in section 3.1 of this Subgrant Agreement.

3.3. The Subgrantee shall submit an invoice for approval to the District's Authorized Representative for Business Matters. Invoice should include: Subgrant Agreement number, Project title, description of work or services performed and period work or service was performed. An authorized representative of the Subgrantee shall sign and certify on the invoice that the payment is requested for costs as expended for the work or services performed in accordance with the terms of this Subgrant Agreement.

3.4. The District will make a one-time payment to Subgrantee upon full execution of this Subgrant Agreement District's receipt of an invoice from the Subgrantee indicating that the required work or services has been completed. Payment shall be contingent upon the receipt of funding from the Sponsor under the Grant and upon the Subgrantee's compliance with the terms and conditions of this Subgrant Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subgrantee is solely responsible for reimbursing the District for amounts paid the Subgrantee but disallowed under the terms of this Subgrant Agreement or the Grant. The District reserves the right to withhold final payment under this Subgrant Agreement until acceptance by the District of all services, reports, supplies and/or documentation called for hereunder.

4. TERMINATION.

4.1. Either Party may at any time terminate this Subgrant Agreement with or without cause, by giving thirty (30) days advance written notice to the other Party in accordance with this Subgrant Agreement. Thereafter, this Subgrant Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Subgrant Agreement.

4.2. The District may terminate this Subgrant Agreement immediately if the District finds that there has been a failure to comply with the provisions of this Subgrant Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled.

5. APROPRIATED FUNDS. The continuation of this Subgrant Agreement shall be subject to sufficient appropriated funds being received by District from Sponsor to administer and support the Project. In the event sufficient funds are not available or are discontinued at any time, the District may cancel this Subgrant Agreement by delivering written notice to the Subgrantee. In this event, the District shall have no liability to pay any funds whatsoever to Subgrantee or to furnish any consideration under this Subgrant Agreement and Subgrantee shall not be obligated to perform any provisions of this Subgrant Agreement.

6. AUDIT. The District, the Sponsor, any other appropriate government agency authorized by law, or their duly authorized representatives shall, until three (3) years after final payment under this Subgrant Agreement, have access to any of the Subgrantee's records related to this Subgrant Agreement, at the Subgrantee's regular place of business for the purpose of conducting audits.

7. INTELLECTUAL PROPERTY. The Subgrantee agrees to be bound by the Grant Agreement's terms and conditions that govern Intellectual Property Rights, to the same extent as the District is bound.

8. PRODUCTS AND DELIVERABLES. All products, documents and published materials, including multimedia presentations, shall be approved by the District's Project Director prior to distribution and provided that the terms of the Grant Agreement are met.

9. AUTHORIZED REPRESENTATIVES. For the purpose of this Subgrant Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District:	Technical Matters:	Tim Calhoon, Executive Director CCC Technology Center Butte-Glenn Community College District 3536 Butte Campus Drive Oroville CA 95965 (530) 879-4091 tcalhoon@ccctechcneter.org
	Business Matters:	Bruce Racheter Financial/Contractual Project Manager CCC Technology Center Butte-Glenn Community College District 3536 Butte Campus Drive Oroville CA 95965 (530) 879-4084 bracheter@ccctechcenter.org
	Authorized Official:	Andrew B. Suleski Vice President for Administration Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Subgrantee:	Technical Matters:	Patrick O'Donnell Director, Information Technology Cerritos College 11110 Alondra Blvd Norwalk, CA 90650 562-653-7860 podonnell@cerritos.edu
	Business Matters:	Felipe Lopez Vice President Business Service Cerritos College 11110 Alondra Blvd Norwalk, CA 90650 562-860-2451 flopez@cerritos.edu
	Authorized Official:	Felipe Lopez Vice President Business Service Cerritos College 11110 Alondra Blvd Norwalk, CA 90650 562-860-2451 flopez@cerritos.edu

10. NOTICES. All notices required or permitted by this Subgrant Agreement shall be in writing and made to the respective Party's Authorized Official at their address as set forth in this Subgrant Agreement.

11. INSURANCE. Subgrantee shall, at its sole cost and expense, insure or self-insure its activities in connection with this Subgrant Agreement and maintain in force for the duration of this Subgrant Agreement the following coverage and limits:

    11.1. Commercial General Liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

    11.2. Automobile Liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage with respect to the Subgrantee's owned, hired, and non-owned vehicles.

    11.3. Workers' Compensation insurance as required under California State law.

    11.4. Employer's Liability insurance with limits of not less $1,000,000 each accident, $1,000,000 each employee, $1,000,000 policy limit for bodily injury or disease.

    11.5. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Subgrantee, or any person employed by the Subgrantee, with a limit of not less than $1,000,000 each claim.

    11.6. All insurance policies shall be endorsed to provide for thirty (30) days advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage.

    11.7. Prior to commencing work under this Subgrant Agreement, Subgrantee shall furnish the District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Subgrant Agreement.

12. INDEMNIFICATION.

    12.1. Subgrantee shall defend, indemnify and hold District, its Board of Trustees, officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Subgrant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subgrantee, its officers, employees or agents.

    12.2. District shall defend, indemnify and hold Subgrantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Subgrant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees or agents.

13. INDEPENDENT CONTRACTOR. Each Party, in the performance of this Subgrant Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other Party, and are not entitled to employee benefits of any kind or nature normally provided to employees of the other Party.

14. USE OF NAME. Neither of the Parties shall make use of this Subgrant Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written

approval of the other Party. This restriction shall not include internal documents available to the public that identify the existence of the Subgrant Agreement.

15. CONFLICT OF INTEREST. Subgrantee shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Subgrant Agreement. Subgrantee warrants that no officer or employee of District has any financial interest, direct or indirect, in Subgrantee. Any question which may arise during the performance of this Subgrant Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

16. ASSIGNMENT. The Subgrantee may not assign, transfer or subgrant any part of this Subgrant Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.

17. APPLICABLE LAW. This Subgrant Agreement is made under and shall be governed and construed in accordance with the laws of the State of California.

18. AMENDMENTS. This Subgrant Agreement may be amended only by written amendments duly executed by authorized representatives of the Subgrantee and the District.

19. ENTIRE AGREEMENT. This Subgrant Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

IN WITNESS WHEREOF, the Parties have executed this Subgrant Agreement by their duly authorized representatives on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: _____
(Signature of authorized official of District.)

Name: Andrew B. Suleski
Title: Vice President for Administration
Date: _____

CERRITOS COLLEGE

By: Felipe R. Lopez
Felipe R. Lopez (Oct 15, 2018)
(Signature of authorized official of Subgrantee.)

Name: Felipe Lopez
Title: Vice President Business Service
Date: _____

TO BE COMPLETED BY DISTRICT ONLY The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	CCC Technology Center	Preparer's Name & ID:	Bruce Racheter / 3144299	Phone:	X4084
Vendor Name:	Cerritos College		Vendor ID:	3000011	
PO Description *(Max. 25 characters)*:	CENIC Mini-grant 18-022				
Budget Code:	12-297-380-1-678009-55890	PO Amount:	$50,000		
Contract Monitor Name *(Person Who Approves Invoices)*:	Tim Calhoon		Phone:	X4167	
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		**Purchase Order Number:**			

Exhibits:

A: SOW

Attachments:

1: Subgrantee List of Locations
2: Subgrantee Requirement Responses
3: Subgrantee Requirements Email Answers

SCOPE OF WORK

Project Description

This work is being performed under the Grant Agreement issued by the California Community Colleges Chancellor's Office under funds from the Telecommunications and Technology Infrastructure Program (TTIP) Apportionment (hereinafter referred to as the "Funds" or "Apportionment funding") as Agreement Number 17-055-001 for the Corporation for Education Network Initiatives in California (CENIC) and the California Research and Education Network (CalREN) Connectivity Upgrades (hereinafter referred to as "Project").

Purpose or Objective(s)

The Subgrantees mission as a college is dependent on Internet connectivity. Demand for bandwidth is increasing as mobile devices and smart devices are increasingly used and connect to the network. To assist with the need for increased throughput, the California State Legislature and State Governor's Office recognizes the need for colleges and districts to upgrade circuit infrastructure to meet this demand. Funds have been allotted for the District to work with the Subgrantee to upgrade, where available, existing 1Gb (or less) circuits providing connectivity to colleges to 10Gb redundant circuits.

To accelerate and broaden 10Gb circuit adoption by reducing financial barriers and in order to help offset and provide monetary relief for the Subgrantee to upgrade infrastructure to make use of the increased bandwidth, the District is providing a maximum total of $50,000 for each college that has already spent funds to upgrade connectivity.

1. **Scope of Work and Deliverables.**

1.1. The Subgrantee agrees to:

1.1.1. Work with the District's assigned Project Manager to prepare and submit a report of what work was performed or equipment purchased to facilitate upgraded connectivity;

1.1.2. Ensure the Funds received under this Subgrant are used in accordance with the conditions, requirements, and restrictions of this Subgrant and the Apportionment funding, as well as all applicable Federal, State and local laws;

1.1.3. The Subgrantee agrees to complete the following phases as outlined below:

1.1.3.1. Phase 1: Artifacts Assessment and Planning

- Notify the District's Project Manager in writing that the Subgrantee would like to be included in the $50,000 Subgrant;
  - Requirements satisfied and recorded in, ATTACHMENT 2: SUBGRANTEE Requirement Responses.pdf;"
- Provide completed Network Topology discovery documentation;
- Requirements satisfied and recorded in, "ATTACHMENT 1: SUBGRANTEE List of Locations.xlsx"
- Identify the expected expenditure;
  - Requirements satisfied and recorded in, ATTACHMENT 2: SUBGRANTEE Requirement Responses.pdf;"
- Procure the necessary equipment or work effort required to upgrade connectivity;
  - Requirements satisfied and recorded in, ATTACHMENT 2: SUBGRANTEE Requirement Responses.pdf."

    - **Note:** Subgrantee provided answers in email response (see ATTACHMENT 3: SUBGRANTEE Requirements email answers.pdf) and the District's Project Manager copied

SCOPE OF WORK

into formatted document named ATTACHMENT 2: SUBGRANTEE Requirement Responses.pdf."

1.1.3.2. Phase 2: Implementation (completion to be monitored by the assigned District's Project Manager)

1.1.3.2.1. Provide evidence of purchase of equipment and/or work performed to facilitate upgraded connectivity;

1.1.3.2.2. Requirements satisfied and recorded in, ATTACHMENT 2: SUBGRANTEE Requirement Responses .pdf", under the "What was purchased?" line item;

1.1.3.2.3. Provide sign-off of implementation.

Subgrantee shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by District as needed to perform the work as set forth below:

1. Provide the necessary equipment and services for the Subgrantee to successfully connect to the CENIC 10Gb circuit.

Subgrantee shall produce or deliver:

1. A functional connection to the CENIC 10Gb circuit.

Period of Performance

The period of performance for this SOW will start on the date of the final Subgrant signature and end on June 30th, 2019.

Additional Terms and Conditions Specific to this SOW

None

CCC Key ID	WAN Topology	CCC Site (A)	CCC Site (Z)	10 Gb Circ
CCC-1486	Cerritos CCD Circuit Topology Diagram	Cerritos College 11110 Alondra Blvd Norwalk, CA 90650	LOSA2 Equinix	
CCC-1487	Cerritos CCD Circuit Topology Diagram	Cerritos College 11110 Alondra Blvd Norwalk, CA 90650	LOSA2 Equinix	86/KGFS/5 68114 /PT
CCC-1485	Cerritos CCD Circuit Topology Diagram	Cerritos College 11110 Alondra Blvd Norwalk, CA 90650	TUST1 Level3	13/KGFS/576 019/PT
CCC-1981	Cerritos CCD Circuit Topology Diagram	Cerritos College 11110 Alondra Blvd Norwalk, CA 90650	TUST1 Level3	
CCC-2260	Cerritos CCD Circuit Topology Diagram	Cerritos College 11110 Alondra Blvd Norwalk, CA 90651	LOSA2 Equinix	

School Information

School Name:	Cerritos College
School Contact:	Patrick O'Donnell
School Contact Email:	podonnell@Cerritos.edu
Date Answers Recorded:	02/27/2018

CCCTC Information

Subgrant Agreement #	C18-022
CCCTC Ticket Link	391079

Requirement #2: A short summary of expected expenditure (*Current Status:* Completed)
Please provide a high-level summary of the purchase that needs reimbursement. If the expenditure has already occurred, please let me know within the summary for tracking purposes.

Mike Tuccillo – 10/8/18 I sent a follow up email today to verify that the firewalls purchased are now running in production. I received a confirmation that they are and saved the email to the file name, Cerritos Prod Confirmation.pdf".

Already purchased or expected to purchase?	Please explain if the purchase has already been made.
Purchase has already been made	
Estimated dollar amount?	**Dollar amount of combined purchases (no need to list per item)?**
$76,328.40	
Why was the purchase needed?	Provide why the purchase is needed. • If it wasn't purchased, what would not work? • How does the purchase or purchases allow the college to utilize the new 10 Gb circuit?
To utilize the new 10Gb circuit, we needed to purchase a new firewall that had 10 Gb links.	
What was purchased?	At a high level, please provide the work and/or purchase related to the expenditure/s. • For example, Staff time to work on the 10 Gb upgrade, "Performed work related to pulling fiber cable from point X to point Z within building or purchase needed to upgrade firewall, purchase needed to upgrade switch module", etc. • There can be more than one item listed.
Purchase redundant WatchGuard Firebox M5600 firewalls and three hours of support time to setup the new firewalls.	

Requirement #3: Contact Information *(Current Status:* Completed*)*
In order to prepare the contract please reply to this email and provide the following information.

Technical Matters:

	Patrick O'Donnell
Title	Director, Information Technology
Address	11110 Alondra Blvd,
City, State Zip	Norwalk CA, 90650
Telephone	562-653-7860
email	podonnell@cerritos.edu

Business Matters:

	Felipe Lopez
Title	Vice President Business Service
address	11110 Alondra Blvd,
City, State Zip	Norwalk CA, 90650
Telephone	562-860-2451
Email	flopez@cerritos.edu

Authorized Official:

	Felipe Lopez
Title	Vice President Business Service
address	11110 Alondra Blvd,
City, State Zip	Norwalk CA, 90650
Telephone	562-860-2451
Email	flopez@cerritos.edu

C18-022 Cerritos College Attachment 3 -Subgrantee Signup

TECHNOLOGY CENTER
CALIFORNIA COMMUNITY COLLEGES

	Contract #	Contact Name	Contact Email	California Community College Name	Contact Phone
1		Jason Gregg	Jason.Gregg@losrios.edu	American River College	916-568-3064
2		Michael Dioquino	mdioquino@avc.edu	Antelope Valley Community College District	661.722.6699
3		ODonnell, Patrick	podonnell@cerritos.edu	Cerritos College	Office: (562)653-7860 or ext 2171
4		KALEO KELIKANI	KALEO.KELIKANI@CHAFFEY.EDU	CHAFFEY COLLEGE	909-652-6790
5		Robert Hughes	rhughes@citruscollege.edu	Citrus College	626-914-8810
6		Tim Ryan	tryan@ccsf.edu	City College of San Francisco	415-452-5352
7		Jim Miesner	jmiesner@coastline.edu	Coast Community College District	714-241-6198
8		James Temple	james.temple@canyons.edu	College of the Canyons	661-362-3535
9		Sheri Willis	swillis@collegeofthedesert.edu	College of the Desert	760-862-1333
10		Jason Gregg	Jason.Gregg@losrios.edu	Consumnes River College	916-568-3064
11		satish warrier	swarrier@4cd.edu	Contra costa community college district	925-229-6878
12		Jesse Dabill	Jesse_dabill@Questa.edu	Cuesta College	805–546–3248
13	C18-026	Sharon Luciw	luciwsharon@fhda.edu	De Anza Community College	650-949-6161
14		michael iwashita	iwashimj@elac.edu	east los angeles college	3232673712
15		Jean Shankweiler	jshankweiler@elcamino.edu	El Camino College	(310) 660-3119
16		Napa Valley College	eric.houck@napavalley.edu	Eric Houck	707-256-7542
17		Jason Gregg	Jason.Gregg@losrios.edu	Folsom Lake College	916-568-3064
18	C18-027	Sharon Luciw	luciwsharon@fhda.edu	Foothill Community College	650-949-6161
19		Saul Salinas	ssalinas@gavilan.edu	Gavilan College	408-848-4839
20		Simon Mirzayan	simon@glendale.edu	Glendale Community College	818 551 5260
21		Brian Merrill	Brian Merrill <Brian.Merrill@gcccd.edu>	Grossmont-Cuyamaca CCD	619-210-3478
22		Eddie Alvarado	ealvarad@kccd.edu	Kern CCD	661-336-5137
23		Dave Burba	burba@ltcc.edu	Lake Tahoe Community College	530-541-4660 x297
24		Juan Mendoza	mendozj@lacitycollege.edu	Los Angeles City College	323-953-4000 x2036
25		Ed Molina	molinae@email.laccd.edu	Los Angeles Community College District	213-891-2015
26		Ivan Clarke	clarkein@lahc.edu	Los Angeles Harbor College	310-233-4436
27		Ivan Clarke	clarkein@lahc.edu	Los Angeles Harbor College	310-233-4436
28		Rod Austria	austria@lamission.edu	Los Angeles Mission College	813-833-3333
29	C18-019	Sang Baik	baiks@lattc.edu	Los Angeles TradeTech Community College	213-792-0291
30		Hanh Tran	tranh@lavc.edu	Los Angeles Valley College	818-778-5959
31		Hanh Tran	tranh@lavc.edu	Los Angeles Valley College	818-778-5959
32		Jason Gregg		Los Rios	

Exported on October 8, 2018 2:44:51 PM PDT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 46

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of the Amendment to the Independent Contractor Service Agreement with Sign This! Inc. for Coordination and Scheduling of Interpreter Services**

ACTION

It is recommended that the Board of Trustees approve the amendment to the agreement with Sign This! Inc. for Coordination and Scheduling of Interpreter Services.

FISCAL IMPACT

The total contract sum shall be increased $30,000 for a new not-to-exceed amount of $90,000. Funding will be allocated from the Disabled Student Programs and Services (DSPS) budget.

REPORT SUMMARY

The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – AMENDMENT
SIGN THIS! INC.
AMENDMENT NO. 1 TO THE INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR COORDINATION AND SCHEDULING OF INTERPRETER SERVICES

Requested by: Dr. Lucinda Aborn, Dean of Disabled Student Programs and Services (DSPS)

Purpose: On June 7, 2018, Cerritos College entered into an agreement with Sign This, Inc. to provide coordination and scheduling of interpreter services. Sign This, Inc's services include, but are not limited to, coordinating interpreting services with outside providers under contract with Cerritos College, scheduling students' interpreting services in the computer system in accordance with departmental guidelines, analyzing effects of changes on students' schedules and recommending workarounds to mitigate the impact, coordination to implement a campus-wide program to assist students and staff with interpreting services, prepares documents related to scheduling as requested, and reconciles billing statements to validate hours billed by outside providers.

At this time, Cerritos College wishes to enter into an amendment to the agreement with Sign This! Inc. to continue to provide coordination and scheduling of interpreter services by extending the term and increasing the total contract sum by an additional $30,000. The amendment will extend services through June 30, 2019.

Period: The amended time period of the agreement will be from July 1, 2018 through June 30, 2019.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 18C0010 – Sign This, Inc.
Contract No. 18C0010 – Sign This, Inc.

Cerritos College

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO. 1

To

CONTRACT NO. 18C0010

The Agreement made and entered on **June 7, 2018**, 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 **Sign This!, Inc.**, a corporation organized under the laws of the state of California with its principal place of business at P.O. Box 93172, Los Angeles, CA 90093 ("CONTRACTOR"), is **AMENDED** on **November 15, 2018**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **June 7, 2018** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. MODIFY AGREEMENT, Page 1, Item 2.0. TERM, to extend the term of the Agreement by extending the end date, as follows:

   2.1 The term of the Agreement shall begin on **July 1, 2018,** and end on ~~**December 31, 2018**~~ ***June 30, 2019,*** unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form").

2. MODIFY AGREEMENT, Page 2, Item 3.0. SERVICE FEES, EXPENSES, AND INVOICING, to increase the total amount of the Agreement, as follows:

   3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the total sum **Not-to-Exceed amount of** ~~**SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00).**~~ ***NINETY THOUSAND AND 00/100 DOLLARS ($90,000.00).***

3. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

DRAFT

Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0010

PARTIES AND DATE

This Agreement is made and entered into this **7th** day of **June, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Sign This! Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at P.O. Box 93172, Los Angeles, CA 90093. 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 **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Services as more fully detailed in the Scope of Work, attached hereto as Exhibit "B" and is incorporated herein by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **July 1, 2018**, and end on **December 30, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the **Coordination And Scheduling For Interpreter Services, exclusive of scheduling personnel of CONTRACTOR, without exception** 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 **Not-to-Exceed amount of SIXTY THOUSAND AND 00/100 dollars ($60,000.00)**.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed

to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions.

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. Lucinda Aborn, Dean of Disabled Student Programs & Services** 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 **Arlene Narvaez** or her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

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.

4.10 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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:

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.

i. **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.

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.

11.4 **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

11.5 **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.

(a) Student Privacy. CONTRACTOR and DISTRICT acknowledge and agree that data provided, generated, transmitted, or displayed through product or services provided by CONTRACTOR, or users of product or service, or other information that DISTRICT may provide CONTRACTOR to provide its services, may include personally identifiable information from educational records that are subject to the Family Educational Rights and Privacy Act ("FERPA"). CONTRACTOR, its officers, and employees will comply with FERPA at all times. No other person or entity may have access to educational records under this Agreement.

(b) CONTRACTOR agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1995, as codified at 42 U.S.C. section 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 142 (the "Federal Security Regulations"). CONTRACTOR agrees not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. section 1320d (collectively, the "Protected Health Information"), concerning a person other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. CONTRACTOR will utilize appropriate safeguards to prevent the use or disclosure of a person's Protected Health Information other than as provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which CONTRACTOR becomes aware. Notwithstanding the foregoing, no attorney client, accountant-client, or other legal privilege shall be deemed waived by CONTRACTOR or DISTRICT by virtue of this subparagraph. The provisions of this subparagraph f. shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

26.0 NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

30.0 NOTICE. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Dr. Lucinda Aborn
Dean of Disabled Student Programs & Services
Tel: (562) 860-2451

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR:

Representative: ARLENE NARVAEZ, PRESIDENT
(Name & Title)

Tel: 323 578.3363

For Notices: ARLENE NARVAEZ
422 S LAKE ST #104
BURBANK CA 91502

Fax: (323) 908.0488

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Felipe R. Lopez
Vice President, Business Services
Typed or Printed Name, & Title

Date: 6/20/2018

CONTRACTOR:

By: _____
Signature

ARLENE NARVAEZ, PRESIDENT
Typed or Printed Name, & Title

arlenenarvaez@gmail.com
E-mail

27-2090712
Tax Identification Number (EIN)

Date: June 17, 2018

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: _____ *Signature*	By: _____ *Signature*
_____ *Typed or Printed Name, & Title*	_____ *Typed or Printed Name, & Title*

EXHIBIT "B"

SCOPE OF WORK

FOR

SIGN LANGUAGE INTERPRETING SCHEDULING SERVICES

Contractor shall perform the below scope of work (SOW), as follows:

1. **Introduction and General Information.** Sign language interpreting services are provided so that deaf and hard of hearing students have access to communication through sign language interpreters, real-time captionists (RTC), and assistive listening devices on campus; the coordination of these communication services is a legally mandated accommodation and requires a variety of scheduling and coordination of duties.

2. **Task Description.** Contractors work shall include, but is not limited to:

    A. Coordinate interpreting services with outside providers under contract with the District
    B. Schedules students' interpreting services in computer system in accordance with departmental guidelines
    C. Analyzing critical paths and restraints to determine effect of changes on students' schedule and recommend workarounds to mitigate impacts
    D. Coordination to implement campus-wide program that assist students and staff with interpreting services
    E. Follows policies and procedures to contribute to the timeliness, effectiveness, and efficiency of the department
    F. Prepares correspondence, memos, forms and other typing related to scheduling as requested by manager
    G. Reconciliation of billing statements to validate hours billed by outside providers

3. **Constraints on the Contractor.** Contractor shall NOT schedule interpreters from within its own agency; only outside providers under contract with District shall be scheduled.

4. **Contractor Personnel Requirements.** Contractor's qualifications of key personnel to perform the work shall include:

    A. Professional specialization in American Sign Language, Signed English and Pidgin Sign Language
    B. Knowledge of programs and services governing interpreting services for a California community college or similar student population
    C. Knowledge of learning concepts, theories, principles, and techniques used in instruction and student services
    D. Knowledge of the interpreting and post-secondary subject matter

E. Specialized knowledge of working with deaf and hard-of-hearing student, deaf-blind, and deaf culture
F. Sufficient math skills to interpret in sign language in business, science, and math instruction
G. English language skills to interpret for college-level curriculum

5. **Other Contractor Responsibilities.** Other Contractor responsibilities may include reviewing curriculum and meeting with faculty to become familiar with content prior to scheduling services for students.

6. **District Responsibilities.** District shall provide office, computer, phone, and software necessary to perform scheduling services. District shall provide monthly statements so Contractor can verify hours billed by outside providers.

7. **Reporting Requirements and Procedures.** Contractor shall report to the Director of Disabled Student Program Services (DSPS) or as assigned.

8. **Special Conditions.** Contractor's personnel shall have valid certification by the Registry of Interpreters for the Deaf (RID); a minimum of two years of experience in providing sign-to-English (expressive skills) and English-to-sign interpreting (receptive skills); and experience in scheduling interpreting services in an instructional or equivalent setting.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 47

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Approval of Project Assignment Agreement No. 13 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Construction Inspection and Material Testing for the Performing Arts Center Project**

ACTION

It is recommended that the Board of Trustees approve Project Assignment Agreement No. 13 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Construction Inspection and Material Testing for the Performing Arts Center Project.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of $1,440,755; 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. 13 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING FOR THE PERFORMING ARTS CENTER 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. 13 arises out of Cerritos College's desire to obtain the necessary construction inspection and materials testing for the Performing Arts Center project. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, review of plans, reports and project specifications, construction observation including material testing, soil testing, and site visits. The total contract amount provides for Koury's base proposal amount, additional materials testing, and overtime/additional inspection hours.

Period: The time period will be from December 3, 2018 through February 4, 2022.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 13 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 11 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 10 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 9 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 8 to Contract No. 14P011 – Koury Engineering & Testing, Inc
Project Assignment Agreement No. 7 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 6 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 5 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 4 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College

DRAFT

PROJECT ASSIGNMENT AGREEMENT NO. 13

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 **November, 2018**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Inspection & Testing, 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 **December 3, 2018** and will diligently perform as required and complete performance by **February 4, 2022**, 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 **One Million Four Hundred Forty Thousand Seven Hundred Fifty-Five** Dollars **($1,440,755.00**). 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 Inspection and Material Testing, Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: VP of Business Services	Print Title: VP Sales & Marketing

DRAFT

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

DRAFT

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 11, 2018 Performing Arts Center Project (14 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Construction Observation and Testing
    a. Geotechnical Monitoring
    b. Material Inspection
    c. Laboratory Materials Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Material Inspection	$ 988,926.00
b.	Laboratory Materials Testing	$ 66,063.00
c.	Laboratory Soils Testing	$ 218,086.00
d.	Project Coordination	$ 17,680.00
e.	Additional Testing Materials	$ 20,000.00
f.	Overtime & Additional Inspection Hours	$ 130,000.00
g.	Total	$1,440,755.00

7. Schedule
    a. December 3, 2018 - February 4, 2022

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **March, 2018**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Inspection & Material Testing, Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Social Science Elevator

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 2, 2017** and will diligently perform as required and complete performance by **August 3, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifty-Nine Thousand Fifty-Two and 56/100** Dollars **($59,052.56)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Inspection and Material Testing, Social Science Elevator

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: April 5, 2016	Dated: 3/23, 2018
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: VP of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 7, 2017 Social Science Elevator Project (14 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Construction Observation and Testing
   a. Geotechnical Monitoring
   b. Material Inspection
   c. Laboratory Materials Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Geotechnical Inspection Fees	$12,542.56
b.	Material Inspection Fees	$34,303.20
c.	Laboratory Fees	$ 7,526.80
d.	Project Coordination	$ 4,680.00
e.	Total	$ 59,052.56

7. Schedule
   a. November 2, 2017 – August 3, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 11

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **20th** day of **November, 2017**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Inspection & Material Testing, Parking Lot Phase 2** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Phase 2

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 27, 2017** and will diligently perform as required and complete performance by **January 5, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twelve Thousand Eighty-Four and 40/100** Dollars **($12,084.40)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Inspection & Materials Testing, Parking Lot Phase 2

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Dec 18, 2017

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP of Business Services

Dated: 12/12, 2017

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 5, 2017 regarding Parking Lot Phase 2 Project (13 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Geotechnical Monitoring – Construction Observation & testing
   a. Asphalt Compaction Testing
   b. Base Compaction Testing
   c. Curb & Gutter and Flatworks subgrade compaction testing
   d. Laboratory Soils Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Geotechnical Inspection Fee	$ 9,754.40
b.	Project Coordination	$ 2,330.00
c.	Total	$ 12,084.40

7. Schedule
   a. November 27, 2017 – January 5, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **28th** day of **April, 2017**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Pavement Study, Parking Lot Improvements** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **May 15, 2017** and will diligently perform as required and complete performance by **July 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Eight Thousand Nine Hundred Fifty and 00/100** Dollars **($8,950.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Asphalt Study, Parking Lot Improvements

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: May 19, 2017

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP of Business Services

Dated: 5/15, 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

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2017 regarding Asphalt Study Proposed Parking Lot Improvements Project (4 pages, with pages intentionally omiited), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Background Review
   a. Mark locations of proposed coring/borings field points

3. Task 2 – Field Exploration
   a. Core at 25 locations to sample the asphalt, aggregate base and subsurface soils

4. Task 3 – Laboratory Testing
   a. Laboratory tests will be performed on samples to evaluate the physical and engineering characteristics

5. Task 4 – Geotechnical Findings, Engineering Analysis and Report Preparation
   a. Results of field exploration, laboratory tests and finding will be summarized in a written report

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Scope of work	$ 4,200.00
b.	Laboratory Testing/Analyses	$ 2,450.00
c.	Report Preparation	$ 2,300.00
d.	Total	$ 8,950.00

9. Schedule
   a. May 15, 2017 – July 31, 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 9

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **2nd** day of **March, 2017**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Material Testing and Inspection, Health and Wellness Complex** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Health and Wellness Complex

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **March 3, 2017** and will diligently perform as required and complete performance by **July 31, 2020**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Six Hundred Eighty One Thousand Nine Hundred Five and 00/100** Dollars **($681,905.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The deliverable of Services to be produced is as follows:

      1) Inspection and Material Testing, Health and Wellness Complex

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: March 14, 2017	Dated: 3/3, 2017
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By:	By:
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: Vice President of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 20, 2016 regarding Inspection & Material Testing Proposed Health and Wellness Complex Project (15 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Review mix design for concrete
   c. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   d. Observe, inspect, sample and test reinforcing steel
   e. Observe, Inspect, sample and test masonry units placed at placed at the project site including placement of mortar and grout on the job site
   f. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   g. Conduct non-destructive test on qualifying welds
   h. Pull testing of splay wires, shot pins, and epoxy anchor bolts

4. Take 3 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

6. Includes Prevailing Wages, as required by law, for all field labor/work.

7. Cost of Professional Services

a.	Scope of Work	$ 567,280.00
b.	Potential DIR Wage Increases	$ 14,625.00
c.	DIR Overtime Allowance	$ 100,000.00
d.	Total	$ 681,905.00

8. Schedule
   a. March 3, 2017 – July 31, 2020

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 8

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Energy Management System** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Energy Management System

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 1, 2016** and will diligently perform as required and complete performance by **March 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Five Thousand Five Hundred Thirty-Seven and 52/100 Dollars ($25,537.52)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Energy Management System

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-30-, 20 16

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 9/26/, 20 16

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Energy Management System Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 7,485.52
b.	Material Inspection	$ 12,540.00
c.	Laboratory Material Testing	$ 2,092.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 25,537.52

9. Schedule
   a. August 1, 2016 – March 31, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 7

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **22nd** day of **September, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Central Plant Expansion** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Central Plant Expansion

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **October 1, 2016** and will diligently perform as required and complete performance by **January 31, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty-Eight Thousand Three Hundred Sixty-Nine and 04/100 Dollars ($28,369.04)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Central Plant Expansion

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-30-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 9/26, 2016

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 24, 2016 regarding Inspection & Material Testing Proposed Central Plant Expansion Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Task 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 9,229.04
b.	Material Inspection	$ 13,860.00
c.	Laboratory Material Testing	$ 1,860.00
d.	Project Coordination	$ 3,420.00
e.	Total	$ 28,369.04

9. Schedule
   a. October 1, 2016 – January 31, 2018

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 6

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Inspection and Material Testing, Press Box Upgrade** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Press Box Upgrade

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **August 2016** and will diligently perform as required and complete performance by **January 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Ten Thousand Six Hundred Sixty-Nine and 12/100 Dollars ($10,699.12)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical & Inspection and Material Testing, Press Box Upgrade

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 9-13-, 2016

Cerritos Community College District

By:

Print Name: Noorali Delawalla

Print Title: Acting VP of Business Services

Dated: 6/29, 2016

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Peter Stavros, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 20, 2016 regarding Geotechnical & Inspection & Matrial Testing Proposed Press Box Upgrade Project (13 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Geotechnical Monitoring
   a. Construction observation and testing – Asphalt paving, Utility Trench, Subgrade compaction
   b. Laboratory soils testing

3. Task 2 – Materials Testing
   a. Concrete, steel erection, rebar fabrication, GPR services, steel fabrication

4. Task 3 – Laboratory Materials Testing
   a. Concrete cylinder compressions, rebar bend & tensile, Mix design

5. Task 4 – Project Coordination

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 2,227.12
b.	Material Inspection	$ 5,020.00
c.	Laboratory Material Testing	$ 582.00
d.	Project Coordination	$ 2,820.00
e.	Total	$ 10,699.12

9. Schedule
   a. August 2016 – January 2017

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 5

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **17th** day of **March, 2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Inspection and Material Testing, Campus Wayfinding** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Campus Wayfinding

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **April 1, 2016** and will diligently perform as required and complete performance by **December 31, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Sixty-One Thousand One Hundred Forty-One and 00/100 Dollars ($61,141.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Inspection and Material Testing, Campus Wayfinding

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 4/1, 2016	Dated: 3/29, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Tommy Wright, Vice President of Corporate Development, Koury Engineering, Inc. to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 27, 2016 regarding Inspection & Material Testing Proposed Campus Wayfinding Project (9 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
   a. Review Plans, Reports and Project Specifications

3. Task 2 – Field Exploration
   a. Periodic site visits and observation by Koury Engineering Staff for quality assurance purposes.
   b. Observing and testing compaction during grading operations, including removal and re-compaction of fills
   c. Documenting removal areas and depths
   d. Observing and testing compaction of subgrades for flatwork
   e. Review mix design for concrete
   f. Observe, inspect, sample and test structural concrete placed t the project site including the placement of reinforcing steel used on site
   g. Observe, inspect, sample and test reinforcing steel used on project site
   h. Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
   i. Conduct batch plant inspection during concrete operation

4. Take 3 – Laboratory Testing
   a. Performing required soils tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project

5. Task 4 – Report Preparation
   a. One final report documenting observations and tests during construction will be provided

6. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Cost of Professional Services

a.	Geotechnical Monitoring	$ 11,495.00
b.	Material Inspection	$ 44,220.00
c.	Laboratory Material Testing	$ 1,866.00
d.	Project Coordination	$ 3,560.00
e.	Total	$ 61,141.00

9. Schedule
   a. April 1, 2016 – December 31, 2016

KOURY
ENGINEERING
& TESTING, INC.

January 27, 2016

Tilden-Coil Constructors, Inc.
Dang Le
Project Engineer
Cerritos Community College Program
11110 Alondra Blvd, Norwalk, CA 90650

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 15-0867
Cerritos College - Wayfinding

Dear Mr. Dang Le:

Koury Engineering & Testing submits this proposal for the Cerritos College - Wayfinding project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Cerritos College Wayfinding" project:

1. A set of project Architectural Plans and specification for Cerritos College Wayfinding; Prepared by QDG Architecture, dated 11/05/2015

Based on our review of the drawings, we understand that the project consists of Cerritos College Wayfinding and associated site work. The construction will include metal structure signage supported by concrete footings.

Geotechnical aspects of this project consist of rough grading, subgrade preparation for the flatworks, and footing excavation.

During construction, Koury will provide geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills
- Documenting removal areas and depths
- Observing and testing compaction of subgrades for flatwork
- Performing required soil laboratory tests on retained samples from on-site and/or imported materials for fill placement as required by the soils report/project
- Review mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel used on project site
- Observe and inspect miscellaneous steel erection and fabrication including welding and high strength bolting
- Conduct batch plant inspection during concrete operation
- Preparing, upon receiving the client's written request, one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared, no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. The accuracy of the provided estimate can be affected by:

- Contractor's and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of $61,141.00.

1/28/2016
1/27/16 RG

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

~~To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.~~

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
Vice President of Corporate Development
TommyW@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0867**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333- Mobile

Cerritos College - Wayfinding

15-0867

Cerritos College - Wayfinding: Proposal Prepared Using Plans 11/05/2015

Description		Qty	Unit	Rate	Amount
Geotechnical Monitoring					
Soils Technician - Construction Observation and Testing					
Grading (Fill & Scarification)		60	Hourly	$ 82.50	$ 4,950.00
Footing Excavation Observation		64	Hourly	$ 82.50	$ 5,280.00
Nuclear Gauge		19	Daily	$ 35.00	$ 665.00
LABORATORY SOILS TESTING					
Geotechnical Laboratory Testing - Max Density	Estimate				$ 600.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES					**$ 11,495.00**
Materials Inspection					
Concrete - Footings/ Pads	(Includes Rebar Inspection)	124	Hourly	$ 82.50	$ 10,230.00
Concrete - Misc, Aprons, Ramps & Epoxy Bolts/Anchor Systems, etc.		144	Hourly	$ 82.50	$ 11,880.00
Misc Steel Erection - Welding & Bolting		72	Hourly	$ 82.50	$ 5,940.00
Concrete - Batch Plant		112	Hourly	$ 82.50	$ 9,240.00
Rebar Fabrication Plant - Tagging & Sampling		4	Hourly	$ 82.50	$ 330.00
Steel Fabrication Shop		80	Hourly	$ 82.50	$ 6,600.00
TOTAL ESTIMATED INSPECTION FEES					**$ 44,220.00**
Laboratory Materials Testing					
Concrete Cylinder Compression Tests		56	Sample	$ 21.00	$ 1,176.00
Rebar Bend & Tensile Tests		12	Sample	$ 45.00	$ 540.00
Mix Design Review		1	Mix	$ 150.00	$ 150.00
TOTAL ESTIMATED LABORATORY FEES					**$ 1,866.00**
PROJECT COORDINATION					
Final Geotechnical Verified Report DSA-293		1	Each	$ 1,000.00	$ 1,000.00
Final Laboratory Verified Report DSA-291		1	Each	$ 500.00	$ 500.00
Final Special Inspection Verified Report DSA-292		3	Each	$ 100.00	$ 300.00
Senior Engineer		4	Hourly	$ 130.00	$ 520.00
Staff Engineer		4	Hourly	$ 100.00	$ 400.00
Project Manager - Field Supervisor		6	Hourly	$ 95.00	$ 570.00
Admin		6	Hourly	$ 45.00	$ 270.00
TOTAL PROJECT COORDINATION FEES					**$ 3,560.00**

Task Summary and Total Estimated Fees	
Geotechnical Inspection Fees	$ 11,495.00
Material Inspection Fees	$ 44,220.00
Laboratory Testing Fees	$ 1,866.00
Project Coordination	$ 3,560.00
	$ 61,141.00

MASTER SCHEDULE OF FEES

Prevailing Wage *

INSPECTORS

Materials Inspector	*(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)*	$	82.50	Per Hour
Building Inspector	*(Wood Construction)*	$	82.50	Per Hour
Building Inspector	*(MEP)*	$	82.50	Per Hour
Specialty Inspector	*(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)*	$	Quote	Per Hour
Soils Inspector	*(Soils, Asphalt, Piles)*	$	82.50	Per Hour
Soils Inspector	*(LA Deputy Grading Inspector)*	$	95.00	Per Hour
Nuclear Gauge Equipment		$	35.00	Per Day
Soils Inspector Mileage		$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)			Equal to Rate of Service	

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment *(Torque, Pull, Pachometer,Schmidt Hammer, Coring)*	$	110.00	Per Hour
Asst. Lab Technician	$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT	$	97.50	Per Hour
Ground Penetrating Radar – Technician	$	250.00	Per Hour
Utility Locating – Technician	$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)	$	110.00	Per Hour
Radiography Technician	$	95.00	Per Hour
Radiography Truck	$	195.00	Per Shift
Radiography Film	$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant	$	60.00	Per gallon
Parking (if necessary)	$	Cost Plus 20%	
Travel Time	$	Equal to Rate of Service	
Mileage	$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	$	65.00	Per Day
Equipment - Multiplier	$	15.00	Per Day
Equipment – Schmidt Hammer	$	40.00	Per Day
Equipment – Dry Film Thickness Gauge	$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube	$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)	$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod	$	20.00	Per Day
Equipment – Air-Entrainment	$	20.00	Per Day
Equipment – Windsor Probe	$	15.00	Per Day
Equipment – Truck Charge	$	55.00	Per Day
Equipment – Epoch	$	Quote	Per Day
Equipment – Coring	$	Quote	Per Day
Equipment - Relative Humidity Probes	$	55.00	Per Probe
Isotope Depletion 314	$	18.00	Each
Hazardous Waste Disposal	$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	$	500.00	Per Hour
Saturday Laboratory Operations per hour	$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	$	100.00	Per Hour

* Master Agreement hourly rates shall prevail should there be a variance between proposed rates and Master Agreement rates.

ASTM	Physical Characteristics			
SOIL AND AGGREGATE				
C29	Unit Weight	$	45.00	Each
D4829	Expansion Index	$	95.00	Each
C117, D1140	#200 Wash	$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	$	185.00	Each
D4318	Atterberg Limits	$	110.00	Each
D2435	Consolidation	$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)	$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	$	95.00	Each
D854	Specific Gravity (Soil)	$	95.00	Each
D2216	Moisture Content	$	15.00	Each
D2216	Moisture Content Quick #200	$	30.00	Each
D3080	Direct Shear (3 Points)	$	200.00	Each
D3080	Direct Shear Remolded sample (3 points)	$	280.00	Each
D1557-A,B	Maximum Density	$	135.00	Each
D1557-C	Maximum Density	$	145.00	Each
D2844, CTM 301	R-Value (3 Points)	$	300.00	Each
CTM 229	Durability Index (coarse & fine)	$	250.00	Each
CTM 229	Durability Index (coarse OR fine)	$	150.00	Each
C142	Clay Lumps & Friable Particles	$	120.00	Each
D3744, CT 229	Durability Indext for Coarse Aggregates	$	150.00	Each
CHEMICAL PROPERTIES				
CTM 643	Resistivity	$	75.00	Each
CTM 643	pH	$	50.00	Each
CTM 417	Sulphate	$	60.00	Each
CTM 422	Chloride	$	60.00	Each
CTM 643, 417, 422	Corrosivity Series	$	185.00	Each
ASPHALT CONCRETE				
C192	Review of Existing Mix Design	$	150.00	Each
D136	Gradation of Extracted Sample	$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL	$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point		Quote	
CONCRETE				
C39	Concrete Cylinders Compression Test (6" x 12")	$	21.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	$	21.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)	$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	$	250.00	Set
C495	Lightweight Fill Concrete Density	$	35.00	Each
C138	Density (Unit Weight) of Concrete	$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method)	$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)	$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	$	35.00	Each
F2170	Relative Humidity Probe	$	55.00	Each
A615	Chemical Analysis	$	300.00	Each
F2170	Relative Humidity	$	55.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
MASONRY				
BLOCK				
C780	Mortar Cylinders (2" x 4")	$	21.00	Each
C109	Mortar Cubes (2" x 2")	$	21.00	Each
C1019	Grout Prisms (3" x 6")	$	21.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	$	95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	$	120.00	Each
C140	Moisture Content as Received each	$	50.00	Each
C140	Absorption, 3 Required	$	40.00	Each
C140	Measurements	$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	$	80.00	Each
C42	Masonry Core – Compression	$	55.00	Each
C42	Masonry Core – Shear	$	75.00	Each
C42	In Laboratory Core Cutting	$	50.00	Each
BRICK				
C67	Compression	$	40.00	Each
C67	Modulus of Rupture	$	50.00	Each
C67	Absorption, Soak	$	30.00	Each
C67	Absorption, Boil	$	30.00	Each
C67	Absorption, Saturation Coefficient	$	40.00	Each
C67	Initial Rate of Absorption	$	40.00	Each
C67	Efflorescence	$	55.00	Each
C67	Efflorescence with Mortar	$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	45.00	Each
A615/A706	Tensile No. 14 Bar	$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	$	45.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	$	45.00	Each
A615/A706	Bend No.14 Bar	$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	$	250.00	Each
A706	Chemical Analysis	$	300.00	Each
A615/A706	Deformation Compliance	$	55.00	Each
A615/A706	Cut To Size (for testing)	$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	$	80.00	Each
A615/A706	Tensile No. 14 Bar	$	100.00	Each
A615/A706	Tensile No. 18 Bar	$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	$	55.00	Each
A370/F606	Bolt Proof Test	$	45.00	Each
A370/F606	Nut Proof Test	$	45.00	Each
A370/F606	Nelson Stud Tensile Test	$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	$	135.00	Each
E10	Brinell Hardness Test	$	45.00	Each
E18	Rockwell Hardness Test	$	45.00	Each
A370/F606	Coupon Tensile Test	$	40.00	Each
A370/F606	Coupon Bend Test	$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	$	45.00	Ea. Pc
A90	Metal Deck Coating	$	115.00	Each
A370/F606	Machining & Preparation of Samples	$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	$	125.00	Each
	Sample Preparation (Grease Removal)	$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	$	60.00	Each
	Mineral Shake – Flexural	$	40.00	Each
	Mineral Shake – Absorption	$	30.00	Each
	Tagging, Material Id and Sampling Tiles	$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	$	600.00	Per 1/2 Day
Floor Flatness (Over 10,000 sq/ft, Less than 20,000 sq/ft)	$	0.06	Sq/Ft
Floor Flatness (Over 20,000 sq/ft)	$	0.05	Sq/Ft
Floor Flatness Final Report	$	200.00	Each
Additional Technician *(if necessary)*	$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	$	150.00	Each
Review Welding Procedure Qualification (PQR) report	$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials Inspector Rate		
Weld Tensile Test Plate (1-inch thick or less)	$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	$	70.00	Each
Weld Tensile Test Rebar #3 through #9	$	90.00	Each
Weld Macro Etch Rebar #3 through #9	$	70.00	Each
Weld Tensile Test Rebar #10 through #14	$	125.00	Each
Weld Macro Etch Rebar #10 through #14	$	110.00	Each
Weld Tensile Test Rebar #18	$	275.00	Each
Weld Macro Etch Rebar #18	$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	$	130.00	Per Hour
Staff Engineer/Geologist	$	100.00	Per Hour
Project Manager / Field Supervisor	$	95.00	Per Hour
Administration	$	45.00	Per Hour
Drafter	$	85.00	Per Hour
Test Technicians Lab – Materials	$	65.00	Per Hour
Certified Payroll	$	75.00	Per Week
Court Appearance (4-Hour Minimum)	$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	$	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	$	500.00	Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	$	100.00	Each
Interim Report from Engineer	$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	$	300.00	Each
Report for Special Services / Off Site Testing	$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	$	1,000.00	Each
Pad Certificate Report	$	1,500.00	Each
Utility Trench Compaction Report	$	2,500.00	Each
Wall Backfill Report	$	1,500.00	Each
Monthly Interim In-Grading Report	$	1,000.00	Each
Pile/Shoring Monitoring Report	$	2,000.00	Each
Plan Review (Grading/ Foundation)	$	1,000.00	Each
Extra Stamped Reports	$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 4

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **15th** day of **January**, **2016**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study, Performing Arts Center** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Performing Arts Center

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **February 15, 2016** and will diligently perform as required and complete performance by **December 31, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Twenty Thousand Seven Hundred Thirty-Eight and 00/100 Dollars ($20,738.00)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study, Performing Arts Center

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 2/2, 2016	Dated: Jan 22, 2016
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Dr. David El Fattal	Print Name: Tommy Wright
Print Title: VP Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 5, 2016 regarding Geotechnical Study Proposed Performing Arts Center Project (7 pages), attached hereto by this reference as "ATTACHMENT 1".

2. Task 1 – Background Review
    a. Review readily available geologic maps and existing studies covering the site or immediate vicinity
    b. Mark locations of proposed exploration points and notify Underground Service Alert of intent to dig in accordance with State law.

3. Task 2 – Field Exploration
    a. Propose to explore subsurface conditions by drilling a total of 9 borings with depths ranging between 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

4. Task 3 – Laboratory Testing
    a. Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils.
    b. The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

5. Task 4 – Geotechnical Engineering Analysis and Report Preparation
    a. Results of field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer.

6. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.

7. Includes Prevailing Wages, as required by law, for all field labor/work.

8. Includes response to the College and its consultant's comments and to CGS comments.

9. Includes workers' compensation insurance as required by law.

10. Cost of Professional Services

a.	Task 1	$ 1,950.00
b.	Task 2	$ 6,650.00
c.	Task 3	$ 6,000.00
d.	Task 4	$ 6,138.00
e.	Total	$ 20,738.00

11. Schedule
    a. February 15, 2016 – December 31, 2017
    b. Report preparation within three (3) weeks following completion of field work.

KOURY
ENGINEERING
& TESTING, INC.

ATTACHMENT "1"

January 5, 2016

Jimmy Riordan
Program Manager - Tilden Coil Constructors
Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA

Subject: Proposal for Geotechnical Study
Cerritos Community College
Performing Arts Center
(Proposal No. 15-0967)

Dear Mr. Riordan:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a Geotechnical Study for a new Performing Arts Center to be located on the Cerritos college campus. The purpose of our geotechnical study is to evaluate the subsurface soil conditions at the site in order to provide geotechnical recommendations for design and construction of the proposed improvements. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal, including the scope of work document from the Structural Engineer;
- An aerial map with the proposed building layout and boring locations;
- Our site visit to assess accessibility of the site; and
- Similar past projects performed for several community colleges.

BACKGROUND AND PROJECT UNDERSTANDING

Koury understands the proposed project consists of constructing a Performing Arts Center south of Falcon Square and west of the Fine Arts Center building. We understand that the existing performing Arts Center will be demolished to make room for the new building. The proposed building has a footprint area of about 65,500 square feet.

Architectural and structural design details for the building were not provided. Based on our review of the available geologic information, we anticipate the subsurface conditions at the site to consist of artificial fill underlain by young alluvium deposits consisting of interbedded silty sand, sandy silt and clay. The site is reported as being located within an area identified by the State of California as subject to liquefaction hazard. Groundwater is anticipated to be encountered at depths of approximately 26 feet below the existing ground surface.

SCOPE OF SERVICES AND METHODOLOGY

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to provide geotechnical recommendations for design and construction.

Task 1 – Background Review

We will review readily available geologic maps and existing studies covering the site and/or immediate vicinity. We will also perform a site reconnaissance to observe existing conditions and select proposed exploration point locations.

We will mark the locations of our proposed exploration points and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations. A reasonable effort will be made during the marking of the boring locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

The California 2013 building code generally requires one exploration point per 5,000 square feet of building footprint. Based on our knowledge of the site conditions and your request, we propose to explore the subsurface conditions by drilling a total of 9 borings with depths ranging between about 20 and 55 feet or refusal, whichever occurs first and performing 3 Cone Penetration tests (CPTs) to depths of about 90 feet below the existing ground surface.

Our typical sampling intervals will be 2, 5, 8 and 10 feet, then every 5 feet thereafter to full depths explored. The number of blows necessary to drive a Standard Penetration Test (SPT) sampler and/or a modified-California sampler will be recorded. The depth to groundwater will be measured at the completion of drilling, if encountered.

Task 3 - Laboratory Testing

Laboratory tests will be performed on selected soil samples to evaluate the physical and engineering characteristics of the subsurface soils. The laboratory tests to be performed may include the following:

- Moisture and density;
- #200 sieve wash and/or gradation for soil classification;
- Direct Shear;
- Consolidation;
- Expansion Index for shallow clay soils;
- Atterberg Limits; and
- Corrosivity (Soluble sulfate, soluble chloride, pH, and resistivity tests).

The selected type and frequency of laboratory testing will depend on the nature of the soils encountered, and the density and cohesion of the soils as determined by the blow counts recorded during sampling.

Task 4 – Geotechnical Engineering Analysis and Report Preparation (Deliverables)

The results of our field exploration, laboratory tests, and engineering analysis, will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. Upon request, we can provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report where applicable. One pdf copy and two hard bound copies of the final geotechnical report will be provided for your use. At this time, we anticipate that our report will include the following items:

- Vicinity Map and Site Plan showing the approximate boring locations;
- Geology Map, Fault Map, Seismic Hazard, and Flood Map;
- Logs of borings and CPTs;
- Results of laboratory tests;
- Discussion of general site surface and subsurface conditions;
- Seismic hazard analysis to estimate the earthquake magnitude, peak ground acceleration and provide CBC seismic factors;
- Recommendations for site preparation, earthwork, fill and compaction requirements;
- Temporary excavation recommendations;
- Recommendations for shallow and deep foundation design;
- Recommendations for retaining walls;
- Recommendations for slab on grade;
- Preliminary recommendations for pavement design and construction; and,
- Preliminary evaluation of the corrosion potential of the on site soils.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided and the site is accessible with truck-mounted drilling equipment and a CPT rig.
- Utility plans for the site will be provided to Koury prior to marking the locations of soil borings;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork will be coordinated with Tilden-Coil Constructors, and can be performed during daylight hours and the weekdays;
- Post-report services are not included except as indicated in the fee estimate; and
- Additional works that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark and clear our boring locations. The fieldwork is anticipated to take three days to complete. Our report should be completed within about 5 weeks following the completion of the fieldwork. The work schedule can be compressed if needed to meet the College deadlines.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,750 .Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Exploratory Borings (subcontract drilling rig)	$ 4,350.00
Cone Penetration Tests (CPTs subcontracted)	$ 2,300.00
Field Services - boring layout, utility clearance and field personnel	$ 1,950.00
Laboratory Testing	$ 3,200.00
Engineering Analyses	$ 2,800.00
Report Preparation (draft and final)	$ 4,200.00
Response to the College & its consultants' comments & to CGS comments	$ 950.00
Total	**$ 19,750.00**

+ $988.00 for compressed report schedule

CLOSURE

1/7/2016

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our scope of work does not include environmental assessment or environment sampling. No percolation tests are planned unless specifically requested.

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project. If you have any questions, please contact us.

Please do not hesitate to contact Bridget Sherman, Sr. Project Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

BS Sherman

Bridget Sherman
Senior Project Manager
BridgetS@kouryengineering.com
www.kouryengineering.com

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial **(909) 606-6111**, and choose **option 2**. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **15-0967**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	 (909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	 (909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	 (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	 (909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	 (909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Blanca Hernandez, AR Supervisor	 (909) 606-6111 ext 802
Project Manager Bridget Sherman	 (909) 606-6111 ext 205 (951) 741-7333 - Mobile

The Master Fee Schedule of Rates, Terms & Conditions and General Conditions set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature	Koury Representative Signature
Title	Title
Date	Date

KOURY
ENGINEERING
& TESTING, INC.

Corporate Office
14280 Euclid Ave
Chino, CA 91710

Branch Office
7975 Raytheon Rd Ste. 270
San Diego, CA 92111

Branch Office
17800 S. Main St. Ste. 302
Gardena, CA 90248







Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 3
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **19th** day of **August**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 12, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Campus Wide Utility Investigation Services for Bond Implementation**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Utility Investigation Services for Bond Implementation

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **September 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **One Hundred Eleven Thousand Five Hundred Thirty Five and 00/100 Dollars ($111,535.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Campus Wide Utility Location Services for Bond Implementation

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: Aug. 31, 2015	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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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

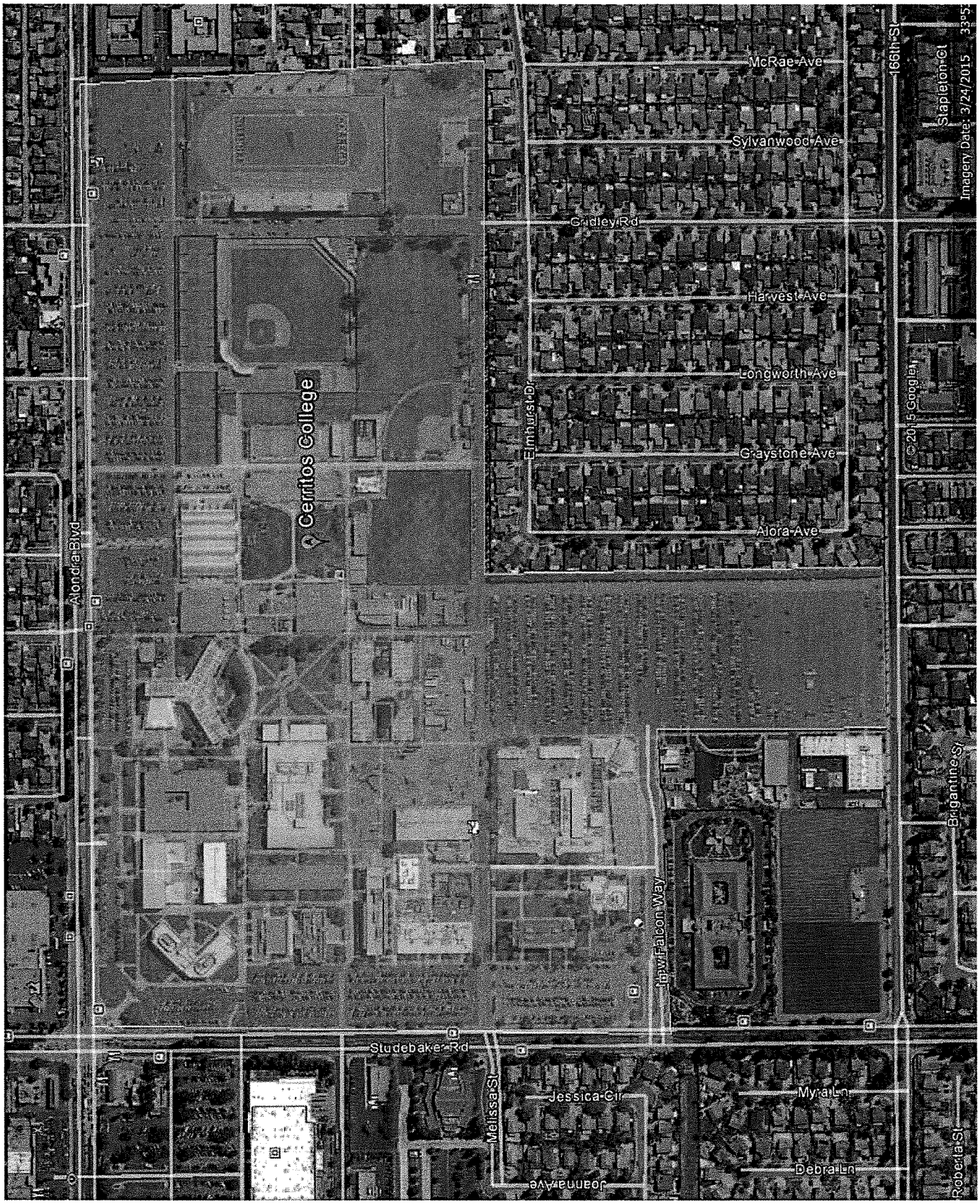
Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	120.00	Hours	$205.00	$24,600.00
Drafting	In-House Drafting in Auto CAD	120.00	Hours	$85.00	$10,200.00
Mobilization | Mapping	Travel time 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
Elmhurst Dr
Cerritos College
Alondra Blvd
Studebaker Rd
Melissa St
Jessica Ct
Joanna Ave
Falcon Way
Myra Ln
Debra Ln
Roberta St
Brigantine St
166th St
Stapleton Ct
Imagery Date: 3/24/2015 33°5
© 2015 Google

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 19, 2015**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Campus Wide Utility Investigation Services for Bond Implementation** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional utility investigation services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **August 19, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Fourteen Thousand Five Hundred Sixty and 00/100 Dollars ($14,560.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 5/18, 2016

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: 5/27, 2016

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding additional Utility Investigation Services project (5 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Locating Services
3. Task 2 – Mapping Services
4. Task 3 – CCTV Services
5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 7,860.00
    b. Task 2 $ 3,820.00
    c. Task 3 $ 2,880.00
    d. Total $ 14,560.00
9. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

KOURY
ENGINEERING
& TESTING, INC.

Job No. 15-0734

Primary Contact
Jimmy Riordan

Job Name: Cerritos College Utility Investigation, Mapping, & CCTV
Prevailing Wage

Scope of Work

Phase 5:

A section of the of the campus was not previously known by C Below to be a part of the campus (see Southwest Phase exhibit A in
orange). This price covers Utility Locating, CCTV, and Mapping of the entire Orange section.

KOURY
ENGINEERING
& TESTING, INC.

Locating

Name	Description	Qty	Unit	Rate	Extended
Locating | Supervising Technician	Locate Utilities | Electrical, Comm, Water, Power, Gas, Sewer	24.00	Hours	$175.00	$4,200.00
Locating | Locating Technician	Certified Trained Assistant	24.00	Hours	$110.00	$2,640.00
Mobilization | Locating Crew	Travel Time for Utility Locating per man plus Equipment	6.00	Hours	$170.00	$1,020.00
				Locating Estimate Total:	$7,860.00

Mapping

Name	Description	Qty	Unit	Rate	Extended
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.	12.00	Hours	$205.00	$2,460.00
Drafting	In-House Drafting in Auto CAD	12.00	Hours	$85.00	$1,020.00
Mobilization | Mapping	Travel time for Mapping Technician and Equipment. Per Technician.	4.00	Hours	$85.00	$340.00
				Mapping Estimate Total:	$3,820.00

CCTV

Name	Description	Qty	Unit	Rate	Extended
CCTV Pipe Inspection	Video Pipe Inspection plus locating. Included video file of results.	8.00	Hours	$310.00	$2,480.00
Mobilization | CCTV	Travel time for CCTV Technicians and Equipment.	2.00	Hours	$200.00	$400.00
				CCTV Estimate Total:	$2,880.00

Estimate Total:	$14,560.00


ew Falcon Way
© 2015 Google
Google
1994
Imagery Date: 3/24/2015 33°52'53.29" N 118°05'49.13" W elev 72 ft eye alt

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **1st** day of **July, 2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical Study to Improve and/or Rehabilitate Parking Lots** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Parking Lot Improvements

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A**, Koury proposal for preliminary geotechnical study for parking lot improvements/rehabilitation dated 6/25/15."

4. **Term**. Consultant shall commence providing Services under this PAA on **July 15, 2015**, and will diligently perform as required and complete performance by **November 30, 2016**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total Fixed Fee not to exceed **Nineteen Thousand Seven Hundred** Dollars **($19,700.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical Study to Improve or Rehabilitate parking lots at Cerritos College

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 7/27, 2015

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 6/14, 2015

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

Reference attached proposal from Tommy Wright, VP Sales & Marketing, Koury Engineering & Testing, Inc. to Jeffery Carreon, Program Manager, Tilden-Coil Construction, Cerritos Community College District dated June 25, 2015 regarding geotechnical study to improve and/or rehabilitate parking lots (4 pages; other pages intentionally omitted).

KOURY
ENGINEERING
& TESTING, INC.

June 25, 2015

Mr. Jeffery Carreón
Program Manager
Tilden-Coil Construction
Cerritos Community College Program

Subject: **Proposal for Preliminary Geotechnical Study for Parking Lot Improvements/Rehabilitation Cerritos Community College 11110 Alondra Boulevard, Norwalk, CA (Proposal No. 15-0534)**

Dear Mr. Carreón:

Koury Geotechnical Services, Inc. (Koury) is pleased to present this proposal to perform a geotechnical study to improve or rehabilitate the Parking Lots at Cerritos College. The purpose of our geotechnical study is to evaluate the existing asphalt concrete, the aggregate base and subsurface soil conditions within the parking lots in order to provide geotechnical recommendations for improvement/rehabilitation as needed. The following sections describe our understanding of the project, our proposed scope of services and fee, and an estimated schedule for completion of our study. Our proposal is based on the following:

- Your request for proposal;
- Our observation of site conditions;
- Site plan provided by you; and
- Prior experience with this type of investigation and analysis.

BACKGROUND AND PROJECT UNDERSTANDING

The Cerritos campus contains 12 parking lots (C-1 through C-12) and additional parking stalls along Gridley Road and Old Falcon Way. The parking lots range in size from about 30 by 40 feet in plan (8 stalls) to approximately 490 by 1280 feet (1975 stalls), and all the parking lot stalls combined add up to 4,211 stalls. Koury understands that the proposed improvement/rehabilitation of the existing parking lots will include removal and reconstruction, grinding and overlay and resealing of the existing asphalt to prolong its life.

SCOPE OF SERVICES

Based on our understanding of the project and the existing site conditions, Koury proposes the following tasks to evaluate the pavement conditions and to provide recommendations for rehabilitation/reconstruction.

Task 1 – Background Review

We will review readily-available geotechnical and geologic maps and existing studies covering the site, and select proposed coring/exploration locations.

We will mark the locations of our proposed field explorations and notify Underground Service Alert of our intent to dig in accordance with State law. We request that all available information identifying the type and location of utility lines and other man-made objects beneath the proposed improvement areas be provided to us at least one week prior to marking our field explorations.

A reasonable attempt will be made during the marking of the field exploration locations to avoid utility line conflicts. However, our scope of work does not include time for the repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Koury will not be responsible for the repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Task 2 – Field Exploration

We propose to explore the existing asphalt conditions by performing one day of coring (about 15 cores) and hand augering below the pavement surface to check the aggregate base thickness, to classify the upper two feet of soils and to obtain samples for laboratory testing and analysis. Furthermore, we propose to drill shallow borings utilizing hollow stem auger drilling equipment (about 15 borings). The borings will be drill to a depth of about 4 to 5 feet below the pavement surface. Soil samples will be obtained for laboratory testing. Following coring and drilling, the holes will be backfilled and the asphalt will be cold patched.

Task 3 – Deflection Testing

To determine the present strength of the existing pavement and the anticipated remaining life, deflection testing will be performed. The data will aid to prepare recommendations to extend a pre-determined pavement life based on today deflection and predicted future traffic.

The deflection testing consists of gathering non-destructive pavement deflection data. The data will be collected using a falling-weight deflectometer. At each test point we propose to perform one seating drop to ensure proper contact with the pavement and three drops with a load of about 9,000 lbs. Deflections will be recorded from the sensors of the loading plate. We propose to perform one day of deflection testing; we anticipate the test point spacing to range between 100 and 200 feet (California Test 356 requires a reading every 80 meters and a minimum of 21 readings per lane).

Task 4 – Visual Survey

We propose to perform a visual survey by walking the parking lots and recording the pavement conditions such as type of cracks, rutting, depression, patching, pavement erosion, raveling, potholes and localized failures. We will note the limit of structural changes that are readily visible, the absence of gutters and other information related to the pavement performance and conditions at the time of the survey.

Task 5 - Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the asphalt and subsurface soils. The laboratory tests to be performed may include the following:

- Moisture content of the soils;
- Density of the selected asphalt cores;
- Grain-size distribution or #200 wash tests for soil classification; and
- R-value testing of fine-grained soils, if applicable.

The selected type and frequency of laboratory testing will depend on the nature of the asphalt and soils encountered.

Task 6 – Geotechnical Engineering Analysis and Report Preparation

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. The geotechnical design report will summarize our findings and provide our conclusions and recommendations pertaining to the existing and design pavement sections and recommendations for the rehabilitation of existing pavement. We will provide an electronic copy (pdf file) of a draft report for review and comments. Upon receipt of any review comments, we will review the comments and incorporate them into our final report. Two copies of the final report will be provided for your use.

At this time, we anticipate that our report will include the following items:

- Vicinity map and site plan showing the approximate exploration locations;
- Logs of coring and boring;
- Discussion of drainage conditions;
- Discussion of subsurface conditions;
- Discussion of pavement conditions and cracking;
- Results of laboratory tests;
- Recommendations for rehabilitation of pavement sections;
- Recommendations for site preparation, earthwork, and compaction specifications.

ASSUMPTIONS

The scope of work described above and the associated fee assumes the following:

- Permission to access the site will be provided;
- Cost estimate does not include delays in the field, other than delays caused by Koury, including "right-of-entry" for Koury, and its subcontractors in order to complete the work proposed herein;
- The fieldwork can be performed during daylight hours;
- **Post-report** services are not included in the base fee; and
- Responses to review agencies or additional work that may be requested by review agencies are not included.

SCHEDULE

Koury is prepared to begin the fieldwork about one week following written approval to proceed, thus allowing time to mark the core and borehole locations and have them cleared by Underground Service Alert. The fieldwork is anticipated to take four days to complete. Our report should be completed within approximately four weeks following the completion of the fieldwork.

FEE

Koury proposes to provide the services described above for a fixed fee of $19,700. Our fee estimate can be roughly broken down as follows:

Geotechnical Study

Task/ Description	Fee
Field Explorations – coring (subcontracted)	$ 1,000.00
Field Exploration – borings (subcontracted)	$ 1,600.00
Field Services - coring layout, utility clearance, and field personnel	$ 1,750.00
Visual Survey	$ 900.00
Laboratory Testing	$ 1,600.00
Engineering Analyses	$ 1,250.00
Report Preparation	$ 2,950.00
Deflection Testing	$ 8,650.00
Total	**$19,700.00**

LIMITATIONS

6/25/15

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Koury's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our study does not include any environmental evaluation.

This proposal may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time.

CLOSURE

We thank you for the opportunity to provide Koury's professional engineering services and look forward to working with you on this project.

Please do not hesitate to contact Bridget Sherman, Business Development Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Tommy Wright
VP Sales & Marketing
tommyw@kouryengineering.com
www.kouryengineering.com

Encl: Estimate Budget Breakdown, Master Fee Schedule of Rates, Terms & Conditions

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P011
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
KOURY ENGINEERING & TESTING, INC.
DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **5th** day of **March**, **2015**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services, **Closeout Services for District-wide Project Certification**, as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. DSA Uncertified Projects

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **January 30, 2015**, and will diligently perform as required and complete performance by **December 31, 2015**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: *[Roofing Project Certification (if applicable)]*

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed amount of **Thirty-Two Thousand and 00/100 Dollars ($32,000.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Closeout Services for District-wide Project Certification

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: 3/16, 20 15

Cerritos Community College District

By:

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 3/10, 20 15

Koury Engineering & Testing, Inc.

By:

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

Consultant's entire Proposal is **not** made part of this PAA.

1. Reference Consultant's proposal dated July 17, 2014 (3 pages) attached hereto and made a part of this PAA by reference.

14P011-01

KOURY
ENGINEERING
& TESTING, INC.

July 17, 2014

Cerritos CCD
Tilden-Coil Constructors
Attn: Jeff Carreon & Martha Walsworth
11110 Alondra Blvd.
Norwalk, CA 90650

RE: PROPOSAL FOR DSA CLOSEOUT SERVICES

PROJECT: VARIOUS PROJECTS - KOURY PROJECT #13-0000

Dear Mr. Carreon & Ms. Walsworth,

Koury Engineering & Testing, Inc ("KET") is pleased to submit our proposal to provide closeout services for district-wide project certification to Cerritos Community College District ("District"). Our objective is to closeout the open DSA projects with certification by March 2015.

In Summary, KET proposes to provide the following services to the District:

- Review Close of File letters;
- Review DSA Project Tracker;
- Order project files;
- Review project files to see if any of the missing documents can be retrieved;
- List documents missing;
- Review Certification guide;
- Review Legacy guide;
- Review applicable codes;
- Make a final list of documents required in order to archieve certification for the District's review.
- Hire and coordinate with Structural Engineer

The following pages are a detailed summary of the projects Koury will be assisting closeout. If you have any questions, please contact our Closeout Project Manager, Natassia Melendrez at (909) 538-3053.

Regards,

Jessica Suzuki

Mrs. Jessica Suzuki
Project Manager

DSA Closeout Services for Cerritos CCD
Koury Project #13-0000

Description	Qty	Unit	Rate	Amount
Project Closeout Fees				
DSA Application #03-64062				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-64042				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50114				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-52993				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-51315				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-59740				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-50815				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-61976				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-106486				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-105508				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**
DSA Application #03-108190				
Project Manager - Closeout	10	Hourly	$ 95.00	$ 950.00
Total				**$ 950.00**

DSA Closeout Services for Cerritos CCD

DSA Application #03-112202					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-100962					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
DSA Application #03-114206					
Project Manager - Closeout	10	Hourly	$ 95.00	$	950.00
Total				**$**	**950.00**
Misc. Application #s					
Project Manager - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 95.00	$	1,900.00
Admin - Structural Engineer Coordination *(8 DSA App. #s)*	20	Hourly	$ 45.00	$	900.00
Project Manager - Closeout *(April, May, June & July)*	100	Hourly	$ 95.00	$	9,500.00
DSA Copying Fees for Plans		Estimate		$	1,400.00
Contingency for Possible Testing/Inspection		Estimate		$	5,000.00
Total				**$**	**18,700.00**

Task Summary & Total Estimated Fees

TOTAL PROJECT CLOSEOUT FEES	**$**	**32,000.00**

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **August 17, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **March 5, 2015**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Closeout Services for District-Wide Project Certification** Project (the "PROJECT") as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT's desire to obtain **additional closeout services for project certification** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 13, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **March 5, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Twenty-Four Thousand Nine Hundred Ten and 00/100 Dollars ($24,910.00.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT

and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY CONSULTANT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 8/23, 2017

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP Sales & Marketing

Dated: Sept. 1, 2017

Cerritos Community College District

By: _____

Print Name: Felipe R. Lopez

Print Title: VP Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Martha Walsworth, Project Coordination, Tilden-Coil Constructors, Inc., Cerritos Community College District dated April 25, 2017 and amended July 6, 2017 regarding additional Closeout Services for District-Wide Project Certification project (1 page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Project Certification Services

3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

4. Includes Prevailing Wages, as required by law, for all field labor/work.

5. Includes workers' compensation insurance as required by law.

6. Cost of Professional Services

a. Original Contract Amount	$ 32,000.00
b. Amendment No. 1	$ 24,910.00
c. Total	$ 56,910.00

7. Schedule
   a. August 16, 2017 – December 31, 2018

Cerritos College

Contract No. 14P011

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(Geotechnical Engineering Services, Material Testing & Special Inspection Services)

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **13** day of **November**, **2014**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 1480 Euclid Avenue, Chino CA 91710, and licensed to do business in the State of California. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District's RFQ No. 14P002, Geotechnical Engineering Services, Material Testing & Special Inspection Services and Consultant's written response thereto are incorporated herein by this reference, including, but not limited to, Exhibit "A", Statement of Work and Technical Specifications.

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the District desires to obtain an independent consultant for professional services for various modernization and/or new construction projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

WHEREAS, the Consultant understands that state and/or local bond funding for this Project is a condition precedent to the effectiveness of this Master Agreement. If adequate state funding and/or local bond funding is not received for any Project, this Master Agreement may be voided by the District except to the extent any services have been rendered pursuant to the approval of the District's governing board.]

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical analysis, recommendation and geotechnical inspections as further described in **Exhibit "A"**, attached hereto and incorporated herein by this reference

("Services").

2. **Term**. Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by **June 30, 2017**, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to each PAA. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. Not Used.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. District will withhold **2%** of each billing until the Division of the State Architect certification is received for the entire project.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. Not Used

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. Not Used

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three

days after the day of mailing, whichever is sooner.

12.2. Note Used.

12.3. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Master Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another

public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. **No Rights in Third Parties**. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. **Notice**. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Koury Engineering & Testing Inc.
ATTN: Bridget Sherman
Address: 14280 Euclid Ave
Chino, CA 91710
Phone: 909/606-6111
Fax: 909/606-6555
Email: bridgetS@kouryengineering.com

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any

notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: 1/13, 2015

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VP OF BUSINESS SERVICES

Dated: 12/3, 2014

Koury Engineering & Testing, Inc.

By: _____

Print Name: Tommy Wright

Print Title: VP of Sales & Marketing

Information regarding Consultant:

License No.: N/A

Address: 14280 Euclid Ave
Chino, CA 91710

Telephone: 909/606-6111

Facsimile: 909/606-6555

E-Mail: BridgetS@Kouryengineering.com

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.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

> **2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~**June 30, 2017**~~ ***June 30, 2018***, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name & Title

CONSULTANT:

By: _____
Signature

Tommy Wright CBDO
Typed or Printed Name & Title

tommyw@kouryengineering.com
E-mail Address

_____
Tax ID Number

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 48

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for Additional Services on the Social Science Elevator Project**

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 12 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for additional services on the Social Science Elevator Project.

FISCAL IMPACT

The total contract sum shall be increased $15,350.55 for a new not-to-exceed amount of $74,403.11; 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.

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 12 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE SOCIAL SCIENCE ELEVATOR PROJECT
KOURY ENGINEERING & TESTING, INC.

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On March 7, 2018, Cerritos College entered into Project Assignment Agreement No. 12 to obtain the necessary inspection and materials testing for the Social Science Elevator project which included, but was not limited to, review of plans, reports and project specifications, construction observation including material testing, soil testing, and site visits.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 12 to allow for additional testing and inspection services pertaining to overtime inspection needs. This amendment also provides for an extension of the agreement through December 31, 2018.

Period: The amended time period will be from November 2, 2017 through December 31, 2018.

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. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 12 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 12

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTNG, INC.

DATED

NOVEMBER 13, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **August 4, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **March 8, 2018** entitled "**Project Assignment Agreement No. 12** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Social Science Elevator** 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 testing & inspection 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 13, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **March 8, 2018**, 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 **Fifteen Thousand Three Hundred Fifty and 55/100 Dollars ($15,350.55)** 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 ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "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___
	Cerritos Community College District
By: _____	By: _____
Print Name: Tommy Wright	Print Name: Felipe R. Lopez
Print Title: VP Sales & Marketing	Print Title: VP Business Services

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 Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 29, 2018 regarding Material Testing & Inspection Services for the Social Science Elevator Project (1 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Cost of Professional Services

a.	Original Amount of PAA No. 12	$ 59,052.66
b.	This Amendment Increase	$ 15,350.55
c.	Total	$ 74,403.21

3. Schedule
    a. August 4, 2018 – December 31, 2018

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 12

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P011

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **8th** day of **March, 2018**, by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P011** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Construction Inspection & Material Testing, Social Science Elevator** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Social Science Elevator

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables

that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A".**

4. **Term**. Consultant shall commence providing Services under this PAA on **November 2, 2017** and will diligently perform as required and complete performance by **August 3, 2018**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "A" – Consultant's Master Schedule of Fees
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **Fifty-Nine Thousand Fifty-Two and 56/100** Dollars **($59,052.56)**. District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Construction Inspection and Material Testing, Social Science Elevator

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: April 5, 2016	Dated: 3/23, 2018
Cerritos Community College District	**Koury Engineering & Testing, Inc.**
By: _____	By: _____
Print Name: Felipe R. Lopez	Print Name: Tommy Wright
Print Title: VP of Business Services	Print Title: VP Sales & Marketing

Information regarding Consultant:

License No.: _____

Address: 14280 Euclid Avenue

Chino, CA 91710

Telephone: 909-606-6111

Facsimile: 909-606-6555

E-Mail: tommyw@kouryengineering.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_x_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-4794326
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Cerritos College

EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 7, 2017 Social Science Elevator Project (14 pages), attached hereto by this reference as ATTACHMENT "1".

2. Task 1 – Construction Observation and Testing
   a. Geotechnical Monitoring
   b. Material Inspection
   c. Laboratory Materials Testing

3. Task 2 – Project Coordination

4. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.

5. Includes Prevailing Wages, as required by law, for all field labor/work.

6. Cost of Professional Services

a.	Geotechnical Inspection Fees	$12,542.56
b.	Material Inspection Fees	$34,303.20
c.	Laboratory Fees	$ 7,526.80
d.	Project Coordination	$ 4,680.00
e.	Total	$ 59,052.56

7. Schedule
   a. November 2, 2017 – August 3, 2018

Cerritos College

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

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.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

Cerritos College

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: 12/3/14

Name of Consultant: Koury Engineering

Signature:

Print Name and Title: Tommy Wright - VP of Sales & Marketing

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

ROOFING PROJECT CERTIFICATION

EXHIBIT "A"

Statement of Work and Technical Specifications

1. **Task Description.**

   A. Geotechnical Engineering Services:

      i. The consultant will be expected to produce data including recommendation of foundation type, allowable loading and other technical data as needed by the structural/foundation engineer relating to soil conditions and to prepare a Geologic Hazard report as required by the California Department of General Services, Division of State Architect (DSA) for submittal to the California Geological Survey (CGS). It shall be the consultant's responsibility to conduct field and laboratory work, including obtaining any required drilling permits, to meet the requirements of the California Building Code (CBC), currently adopted edition.

      ii. In addition to the reports required by DSA and design criteria, consultant shall review plans and specifications during the design stage to see if recommendations have been properly interpreted. Consultant shall also respond/address DSA comments during plan check review process on comments regarding soils report items.

   B. Material Testing and Special Inspection Services:

      i. Provide material testing and special inspection as required by the construction documents and Title 24 and its referenced standards. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, fireproofing, welding and steel. The construction documents may require other testing or inspection services beyond those directly required by Title 24.

2. **Constraints on the Firm**

   A. Firms will be required to have current DSA lab certifications for construction materials testing. Firms must be willing to work collaboratively with other members of the District's project team. Detailed information regarding the proposed facility enhancements can be found in the Facility Master Plan which can be downloaded from the District website.

   B. Firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California.

3. **Contractor Personnel Requirements.** The Contractor must provide the Resumes and qualifications of key personnel, along with employee identification, and project experience. The selected firm shall maintain at least one full-time Civil Engineer on staff registered in the State of California. All personnel intended to work on the project shall be approved by the District prior to working on the project.

4. **Test & Inspection Firm Responsibilities.**

   A. The firm shall be required to commit one project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated IOR. The project manager must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, and the ability to work in partnership with the District staff.

5. **District Responsibilities.** The District will provide a photocopy machine which can be located in the Construction and/or Program Manager's office. The District will provide one set of documents on CD.

6. **Evaluation of Contractor Performance.**

   A. The Inspector / Technician's mindset and behaviors must be representative of what is in the best interest of the project, schedule and the College, such as but not limited to collaborating solutions to field issues with the Construction and/or Program Management team for architect and engineer approval.

   B. The College has the right to remove the Inspector / Technician should the College deem the Inspector / Technician not serving the best interest of the College.

7. **Reporting Requirements and Procedures.**

   A. Provide daily field reports each day an inspector or technician is onsite. Each field report shall be submitted to both the Inspector of Record (IOR) and/or the Construction and/or Program manager. Time sheet MUST be signed daily by the IOR and/or by the Construction and/or Program manager.

   B. Provide an archived set at the end of the project which will entail all technical documentation required for the project, in an organized fashion accompanied by a Table of Contents.

   C. Fill out / provide the necessary DSA documentation and submit to the Architect of Record for report collation.

   D. Provide in the scope of services soil samples, site assessment, groundwater and vapor assessment along with the necessary engineering and a recommendation in support of the required foundational system and / or site improvement needs.

8. **Prevailing Wages.**

   A. California Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors.

   B. Wage Rate Increases are to be in accordance with the California Department of Industrial Relations

9. **Evaluation Criteria.**

   A. Department of Industrial Relations Prevailing Wage Rates are applicable and required to be paid (at a minimum) to on site project inspectors

   B. No travel time to be included if inspection requires 6 or more hours. Inspection hours under 6 hours, one hour travel (total) to be included, billed at the regular hourly rate.

   C. Should over-time be necessary, approval from the Program Manager is required. Over-time is for hours worked over 8 hours in a day at the project,

   D. Holiday defined as: New Year's, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, and Christmas. All other days are considered a construction work day.

   E. Premium time and double time shall be calculated per the Director of Industrial Relations.

   F. Rates are inclusive of all direct and indirect cost, including salary, taxes benefits, overhead, profit and mileage.

Cerritos College

CONTRACT NO. 14P011

AMENDMENT No. 1

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(GEOTECHNICAL ENGINEERING, MATERIALS TESTING SERVICES & SPECIAL INSPECTION SERVICES)

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

The MASTER INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") made and entered on **November 13, 2014**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Koury Engineering & Testing, Inc.** ("CONSULTANT"), with its principal place of business at 14280 Euclid Avenue, Chino, CA 91710, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item 2. Term., to extend the term of the AGREEMENT by exercising (1) one-year renewal option as stated in RFQ NO. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services for Campus-Wide Measure CC and/or G Facilities Projects:

> **2. Term.** Consultant shall commence providing Services under this Master Agreement on **November 13, 2014**, and will diligently perform as required and complete performance by ~~**June 30, 2017**~~ ***June 30, 2018***, unless this Master Agreement is terminated and/or otherwise cancelled prior to that time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name & Title

CONSULTANT:

By: _____
Signature

Tommy Wright CBDO
Typed or Printed Name & Title

tommyw@kouryengineering.com
E-mail Address

_____
Tax ID Number

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 49

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for Additional Services on the Social Science Elevator Project**

ACTION

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 10 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Social Science Elevator project.

FISCAL IMPACT

The total contract sum shall be increased $9,272.17 for a new not-to-exceed amount of $123,585.37; 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.

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 10 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE SOCIAL SCIENCE ELEVATOR 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.

On July 19, 2017, Cerritos College entered into Project Assignment Agreement No. 10 to obtain the necessary inspection services for the completion of the Social Science Elevator project which included, but was not limited to, providing daily inspection and reports as a Class 1 Inspector for the Social Science Elevator project.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 10 to allow for additional inspection services pertaining to overtime inspection needs. This amendment also provides for an extension of the agreement through December 31, 2018.

Period: The amended time period will be from July 1, 2018 through December 31, 2018.

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. 10 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 10 to Contract No. 13P035 – The Vinewood Company, LLC
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC

Cerritos College

DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO.10

UNDER

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY LLC

DATED

JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **July 1, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company LLC** ("INSPECTOR"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **July 19**, **2017** entitled **"Project Assignment Agreement No. 10** to Master Inspector Services Agreement, Contract No. 13P035 (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Stadium ADA** 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 inspector services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **July 19, 2017** 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 INSPECTOR 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 INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **Nine Thousand Two Hundred Seventy-Two and 17/100 Dollars ($9,272.17)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT

"1". The INSPECTOR shall invoice all fees for Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

(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___
The Vinewood Company LLC	**Cerritos Community College District**
By: _____	By: _____
Print Name: Howard Mason	Print Name: Felipe R. Lopez
Print Title: Principal in Charge	Print Title: Vice President 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 John Beckton, The Vinewood Company LLC to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated September 8, 2018 regarding Inspection Services Proposed Social Science Elevator Project (1 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Cost of Professional Services

a.	Original Amount of PAA No. 10	$114,313.20
b.	This Amendment Increase	$ 9,272.17
c.	Total	$123,585.37

3. Schedule
    a. July 1, 2018 – December 31, 2018

DRAFT

Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 10

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 19, 2017** 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 **Social Science Elevator** 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) Social Science Elevator

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 Fourteen Thousand Three Hundred Thirteen and 20/100 ($114,313.20)**, 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: Aug 2, 2017	Dated: 7/25, 2017
Cerritos Community College District	**The Vinewood Company, LLC**
By:	By:
Print Name: Felipe R. Lopez	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 Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated May 23, 2017 regarding Certified DSA Inspection Services Proposed Social Science Elevator Project (2 pages), 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.
   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	$ 99,403.20
b. Overtime & Contingency Allowance	$ 14,910.00
c. Total	$ 114,313.20

5. Schedule
   a. August 14, 2017 – June 30, 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 1	$72.50	$2.00 (7/15) $2.85 (8/16) $2.30 (7/17)	**$79.65**	Prevailing wage increase (July 2017).

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

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: **November 14, 2018**

Agenda Item No. 50

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Amendment to Project Assignment Agreement No. 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 ratify the second amendment to Project Assignment Agreement No. 7 to the Master Inspector Services Agreement with The Vinewood Company, LLC for additional services on the Central Plant Expansion project.

FISCAL IMPACT

The total contract sum shall be increased $19,763.20 for a new not-to-exceed amount of $125,907.20; 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.

AMENDMENT NO. 2 TO 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.

On September 21, 2016, Cerritos College entered into Project Assignment Agreement No. 7 to obtain the necessary inspection services for the Central Plant Expansion project which included, but was not limited to, providing daily inspection and reports as a Class 3 Inspector for the Central Plant Expansion project.

On January 18, 2017, Cerritos College amended Project Assignment Agreement No. 7 to allow for DIR wage increases.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 7 a second time to allow for additional inspection services, and extend the agreement through January 31, 2019.

Period: The amended time period will be from April 1, 2018 through January 31, 2019.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Draft of Amendment No. 2 to Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Amendment No. 1 to Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Project Assignment Agreement No. 7 to Contract No. 13P035 – The Vinewood Company, LLC
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC

AMENDMENT NO. 2

TO

PROJECT ASSIGNMENT AGREEMENT NO. 7

UNDER

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY LLC

DATED

JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 1, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company LLC** ("INSPECTOR"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 21, 2016** entitled **"Project Assignment Agreement No. 7** to Master Inspector Services Agreement, Contract No. 13P035 (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Central Plant Expansion** 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 inspector services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **September 21, 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 INSPECTOR 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 INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **Nineteen Thousand Seven Hundred Sixty-Three and 20/100 Dollars ($19,763.20)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and

ATTACHMENT "1". The INSPECTOR shall invoice all fees for Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

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DRAFT

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
The Vinewood Company LLC	**Cerritos Community College District**
By: _____	By: _____
Print Name: Howard Mason	Print Name: Felipe R. Lopez
Print Title: Principal in Charge	Print Title: Vice President 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 John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 15, 2018 regarding Inspection Services Proposed Central Plant Expansion Project (4 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Cost of Professional Services

a.	Original Amount of PAA No. 7	$ 101,652.00
b.	Amendment #1	$ 4,492.00
c.	This Amendment Increase	$ 19,763.20
d.	Total	$ 125,907.20

3. Schedule
    a. April 1, 2018 – January 31, 2019

DRAFT

Cerritos College

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 7

UNDER

CONTRACT NO. 13P035

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY LLC

DATED

JANUARY 28, 2015

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **January 18, 2017** by and between the **Cerritos Community College District** ("DISTRICT") and **The Vinewood Company LLC** ("INSPECTOR"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **September 21, 2016**, entitled **"Project Assignment Agreement No. 7** to Master Inspector Services Agreement, Contract No. 13P035 (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Central Plant Expansion** 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 inspector services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **September 21, 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 INSPECTOR 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 INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **$4,492.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The INSPECTOR shall invoice all fees for

Additional Services performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

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The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: 1-24-17, 20___	Dated: Feb. 14, 2017
The Vinewood Company LLC	**Cerritos Community College District**
By: Howard E Mason Jr	By:
Print Name: Howard Mason	Print Name: Felipe Lopez
Print Title: Principal in Charge	Print Title: Vice President Business Services

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
   a. Reference attached proposal from John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 25, 2016 regarding Inspection Services Proposed Central Plant Expansion Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Adjust wages rates per DIR Wage increases
3. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
   a. Original Amount of PAA No. 07 $ 101,652.00
   b. This Amendment Increase $ 4,492.00
   c. Total $ 106,144.00
6. Schedule
   a. January 1, 2017 – March 31, 2018

Master Agreement	Wages	PAA Wages
Class 1	72.50	77.35
Class 2	67.50	72.35
Class 3	62.50	67.35

Cerritos College

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.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: Feb 14, 2017	Dated: 1-24-17, 20___
Cerritos Community College District	**The Vinewood Company, LLC**
By: _____	By: _____
Print Name: Felipe Lopez	Print Name: Howard Mason
Print Title: ~~Acting~~ VP 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 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.

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

CONTRACT NO. 13P035

AMENDMENT No. 1

TO

MASTER INSPECTOR SERVICES AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **November 18, 2015**, as follows:

Item 1: **Modify** AGREEMENT, Page 12, Item (E) Compensation., by **adding** the following to include invoice and payment terms and conditions:

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT. *DISTRICT shall pay INSPECTOR according to the following terms and conditions:*

(1) Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the DISTRICT. Payment shall be made within thirty (30) days after receipt of INSPECTOR'S invoice submitted to the DISTRICT for services actually completed, and after the DISTRICT'S written approval of the services, or the portion of the services for which payment is to be made.

(2) Invoices shall identify the billing period, AGREEMENT number, PROJECT ASSIGNMENT AGREEMENT number, and INSPECTOR'S Taxpayer Identification Number.

(3) Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates in accordance with the AGREEMENT, or as otherwise set forth in the applicable PROJECT ASSIGNMENT AGREEMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

[SIGNATURES ON NEXT PAGE]

Cerritos College

DISTRICT:

By: _____
Signature

DR. DAVID EL FATTAL
VICE PRESIDENT OF BUS. SVCS.
Typed or Printed Name & Title

INSPECTOR:

By: _____
Signature

HOWARD E. MASON JR
PRINCIPAL-IN-CHARGE
Typed or Printed Name & Title

hmason@vinewoodcompanyllc.com
E-mail Address

260373328
Tax ID Number

Cerritos College

CONTRACT NO. 13P035

AMENDMENT No. 2

TO

MASTER INSPECTOR SERVICES AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **August 16, 2017**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~**June 30, 2017**~~ ***June 30, 2018*** with the option of ~~two~~ *one* one-year renewal ~~terms~~ *term* as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DISTRICT:

By: _____
Signature

FELIPE R. LOPEZ
V.P. of Business Services
Typed or Printed Name & Title

INSPECTOR:

By: _____
Signature

PRINCIPAL-IN-CHARGE
HOWARD E. MASON JR.
Typed or Printed Name & Title

hmason@vinewoodco.com
E-mail Address

260373328
Tax ID Number

Cerritos College

CONTRACT NO. 13P035

AMENDMENT No. 3

TO

MASTER INSPECTOR SERVICES AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE VINEWOOD COMPANY, LLC

The MASTER INSPECTOR SERVICE AGREEMENT ("AGREEMENT") made and entered on **January 28, 2015**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Vinewood Company, LLC** ("INSPECTOR"), with its principal place of business at 1854 Vinewood Street, La Verne, CA 91750, is **AMENDED** on **May 2, 2018**, as follows:

Item 1: **Modify** AGREEMENT, Page 2, Item (B) (5), to extend the term of the AGREEMENT by exercising (1) one-year renewal option:

(5) This AGREEMENT shall commence on **March 1, 2015** and shall terminate on ~~**June 30, 2018**~~ **June 30, 2019** ~~with the option of two *one* one-year renewal terms *term* as mutually agreed to by both Parties, pursuant to Education Code Section 81644~~ ("Term of Agreement").

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DISTRICT:

By: _____
Signature

Felipe R. Lopez
V.P. of Business Services.
Typed or Printed Name & Title

INSPECTOR:

By: _____
Signature

HOWARD E. MASON JR
PRINCIPLE IN CHARGE
Typed or Printed Name & Title

hmason@VinewoodCompanyLLC
E-mail Address

260373328
Tax ID Number

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 51

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for the Health & Wellness Complex 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 PlanNet Consulting, LLC for additional services on the Health & Wellness Complex Project.

FISCAL IMPACT

The total contract sum shall be increased $7,000 for a new not-to-exceed amount of $137,580; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE HEALTH WELLNESS COMPLEX PROJECT PLANNET CONSULTING, LLC

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 ("Master Agreement") with PlanNet Consulting, LLC 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 January 21, 2015, Cerritos College entered into Project Assignment Agreement No. 1 to obtain the necessary technology consulting services for the Health Wellness Complex project which included, but was

not limited to, planning, design and implementation oversight for Structured Communications Cabling Technologies (interiors) and Audiovisual Technologies.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 10 to allow for additional consulting services for a videowall system design in Building A. This amendment also provides for an extension of the agreement through May 31, 2020.

Period: The amended time period will be from January 30, 2015 through May 31, 2020.

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. 1 to Contract No. 14P004 – PlanNet Consulting, LLC
Project Assignment Agreement No. 1 to Contract No. 14P004 – PlanNet Consulting, LLC
Contract No. 14P004, Master Independent Consultant Agreement, PlanNet Consulting, LLC

Cerritos College

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AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P004

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

PLANNET CONSULTING, LLC.

DATED

JULY 1, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **November 15, 2018** by and between the **Cerritos Community College District** ("DISTRICT") and **PlanNet Consulting, LLC.** ("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 21, 2015** entitled **"Project Assignment Agreement No. 1** to Master Independent Consultant Services Agreement, Contract No. 14P004 (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Health Wellness Center** 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 services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Services Agreement Contract No. 14P004 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, 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 21, 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 INSPECTOR 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 3.A to the PROJECT ASSIGNMENT AGREEMENT as Follows:

A. Additional Services: The INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "1". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "1" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "1".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "1", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 3.A above subject to the limitations set forth herein this Section 3.A.(1). In no event shall the total payment to CONSULTANT exceed **Seven Thousand and 00/100 Dollars ($7,000.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "1". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other

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documentation.

Add Section 10 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"

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The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
PlanNet Consulting, LLC	**Cerritos Community College District**
By: _____	By: _____
Print Name: *Bob Otoupalik*	Print Name: Felipe R. Lopez
Print Title: Principal	Print Title: Vice President Business Services

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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 Bob Otoupalik, PlanNet Consulting, LLC to Kevin Jones, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated August 29, 2018 regarding additional Independent Consulting Services Proposed for the Health Wellness Center Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "2".

2. Cost of Professional Services

a.	Original Amount of PAA No. 7	$ 130,580.00
b.	This Amendment Increase	$ 7,000.00
c.	Total	$ 137,580.00

3. Schedule
    a. January 30, 2015 – May 31, 2020

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Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 1
TO
MASTER INDEPENDENT CONSULTANT AGREEMENT
CONTRACT NO. 14P004
BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT
AND
PLANNET CONSULTING, LLC
DATED JULY 1, 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 **PlanNet Consulting, LLC** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 2951 Saturn Street, Suite E, Brea, CA 92821. District and 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. **14P004** ("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 – **Technology Consulting** 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 **January 30, 2015**, and will diligently perform as required and complete performance by **January 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 Thirty Thousand Five Hundred Eighty and 00/100 Dollars ($130,580.00**). 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) Technology Consulting

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: 2/18, 2015

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: 2/10, 2015

PlanNet Consulting, LLC

By: _____

Print Name: ~~June Bardwil~~ Bob Otoupalik

Print Title: Principal

Information regarding Consultant:

License No.: _____

Address: 2951 Saturn Street, Suite E

Brea, CA 92821

Telephone: 714-982-5800

Facsimile: 714-982-5801

E-Mail: jbardwil@plannet.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State:
_X_ Limited Liability Company
____ Other: _____

33-0948769
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, 2014 (5 pages) attached hereto and made a part of this PAA by this reference.

14P004-01

PlanNet Consulting

SENT VIA EMAIL

September 25, 2014

Mr. Jeff Carreon
Program Manager - Tilden-Coil Constructors
Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650-6203

Subject: Technology Consulting Proposal for the Cerritos Health Wellness Center Construction Project under Master Agreement (C10-1064) + (Revision One)

Dear Jeff,

PlanNet Consulting is pleased to submit a proposal to provide Technology Consulting Services for the Cerritos Community College Health Wellness Center Construction Project.

Project Background

Our understanding of the projects is as follows:

- The Field House Construction project consists of a new Approximately 53,950 square foot structure at the North end on the Campus just behind the Gym on the Cerritos Community College Campus.
- Architect to be HMC Architects.
- The preliminary project schedule includes the following milestones:

Phase	Preliminary Schedule
Design	To be Determined
Submit to DSA	To be Determined
Bidding	To be Determined
Construction	To be Determined

Scope of Work

1) Planning, Design and Implementation Oversight

a) PlanNet will program, design and provide implementation oversight for Structured Communications Cabling Technologies (Interiors) and Audiovisual Technologies.

Methodology

Structured Communications Cabling and Audiovisual Systems

1) Documents

a) Develop and submit 100% Schematic Design Documents, 50% and 100% Design Development Documents, 50% Construction Documents, DSA Construction Document Submittal and (1) DSA Revised Construction Document drawings.

b) **Schematic Design (SD) will consist of the following:**

i) Review Programming Documents provided by Tilden-Coil Constructors (Here after referred to as TCC).

ii) Conduct one (2) meeting with the TCC, the Architect assigned to this project and client to discuss user group requirements.

iii) Submit (1) set of Schematic Design Drawings in PDF format.

c) **Design Development (DD) will consist of the following:**

i) Review Schematic Design comments provided by TCC.

ii) Conduct (3) meeting with the TCC, the Architect assigned to this project and client to develop user group requirements and changes based on the Schematic Design Drawings.

iii) Submit (1) set of 50% Design Development Drawings in PDF format.

iv) Submit (1) set of 100% Design Development Drawings in PDF format.

d) **Construction Documents (CD) will consist of the following:**

i) Review Design Development Documents provided by TCC.

ii) Conduct one (3) meeting with the TCC, the Architect assigned to this project and client to discuss user group requirements.

iii) Submit (1) set of 50% CD Drawings in PDF format.

iv) Revise drawings (1) time based on comments and resubmit as DSA Submittal Drawings in PDF format.

v) Revise DSA Submittal drawings (1) time based on comments from DSA and resubmit as 100% CD Drawings for Construction in PDF format.

e) Cerritos College IT department will develop the technical specifications for the SCCS and PlanNet will organize the specifications into a CSI 2010 Division 27 format. The bid specifications will address copper and fiber optic cabling, Wireless Access Points (WAPs) for wireless data and CATV.

f) Develop and submit audiovisual systems/infrastructure technical specifications.

g) Attend meetings with the project team to review, coordinate and finalize the drawings and specifications.

2) Bidding

a) Provide SCCS and AV bid specifications to TCC for issue to pre-qualified Cabling Contractors and Audiovisual integrators.

b) Work with TCC during the bid process to assist with clarification of vendors' technical questions (RFIs).

c) Assist TCC and Client with reviewing up to three (3) bid responses. Submit a summary evaluation of the bids and provide recommendations.

3) Construction Administration

a) Conduct (4) field inspections for Communication work to observe construction progress, monitor quality of work and inspect equipment installation, to ensure coordination and smooth integration of build-out during construction.

b) Conduct (4) field inspections for Audio Visual work to observe construction progress, monitor quality of work and inspect equipment installation, to ensure coordination and smooth integration of build-out during construction.

c) Compose punch list(s).

d) Review and respond to Requests for Information (RFIs).

e) Confirm that Client is provided with appropriate training by AV installer prior to final systems acceptance and handover.

f) Review close-out packages, including test results, warranty and as-built documentation.

g) Provide recommendation of final acceptance.

Assumptions

1) Our proposal and fees are based on the schedule and project description being completed by December of 2015 or sooner. Significant changed to the schedule may result in additional fees.

2) Drawings will be prepared in CAD. Additional fees will be required for the use of Revit.

3) Bid conference/job walks are excluded in the Scope of Work.

4) All specifications will be in CSI 2010 format.

5) We have estimated that attendance at (5) onsite meetings and (3) site inspections will be sufficient for the project; attendance at additional project meetings will result in additional fees.

6) (1) SD, (1) DD and (3) CD drawing submittals including DSA revision will be sufficient.

7) PlanNet's fees assume that the Cable Infrastructure and Audiovisual systems installation contracts will be awarded to pre-qualified professional Cabling, and Audiovisual contractors licensed with considerable experience in this type of work and that the contractor will be a subcontractor to the overall General Contractor.

8) Value Engineering of items accepted by owner that require a material rework of drawings and specifications are considered out of scope.

9) Client will be responsible for reviewing and approving PlanNet deliverables. PlanNet will assume acceptance of deliverables by the Client in such cases where comments and/or formal approval are not received by PlanNet within 5 business days from date of submittal.

10) PlanNet understands that the Architect will be coordinating and documenting Telecom Outlets on the power and signal plans.

11) It is expected that the conduit design will be carried on the civil or electrical drawings.

12) PlanNet will provide one (1) typical set of audiovisual design documentation for each space type identified below. The Scope of Work and associated fees may change based upon additional information and verification by the Client.

Health Wellness Center Audio Visual Areas of Work

Quantities	Spaces	Preliminary Requirements
6	Lecture Room	Projection Screen and Video Projector, overhead speakers, Audio Visual Rack in area, Dedicated PC in AV rack (Owner Furnished/Contractor Installed), Blue-Ray Player, Extron Control / Switching System at area, wireless microphone.
7	Physical Education Labs	Multiple HD Flat Panel Display (FPD) locations, overhead speakers, Audio Visual rack in area, Dedicated PC in AV rack (OFCI), Blue-Ray Player, and Extron control unit and switching system in area.
3	PE Service Rooms	HD Flat Panel Display (FPD) locations, overhead speakers, Audio Visual rack in area, Dedicated PC in AV rack (OFCI), Blue-Ray Player, and Extron control unit and switching system in

Quantities	Spaces	Preliminary Requirements
		area.
3	Health Services Area	HD Flat Panel Display (FPD) locations, Audio Visual rack in area, Dedicated PC in AV rack (OFCI), Extron control unit and switching system in area.

13) Exclusions: PlanNet will be pleased to submit a proposal for these other services if requested.

a) Design/coordination of physical security systems
b) Design of videoconferencing systems
c) Integration with the Building Management System
d) Design/coordination of a Distributed Antennae System (DAS)

Professional Fees

Fixed fees of **$130,580.00** (excluding expenses) have been broken out as follows by technologies:

TECHNOLOGY CATEGORY	FIXED FEE
Structured Communications Cabling System (SCCS)	$ 69,445.00
Audiovisual Systems and Infrastructure	$ 61,135.00
Total	**$ 130,580.00**

Expenses

Fees and expenses will be invoiced monthly ~~per PlanNet Consulting Terms and Conditions and will be expensed at our cost.~~

~~**Acceptance**~~

~~If you are in agreement with this proposal, please indicate your acceptance by signing in the space provided below.~~

We appreciate the opportunity and look forward to continue working with you and your associates on this project.

Sincerely,

Richard Stratford, RCDD

Richard Stratford, RCDD
Senior Consultant / Project Manager

cc: Bob Otoupalik, Tim Glastetter – PlanNet Consulting

Cerritos College

Contract No. 14P004

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

(TECHNOLOGY CONSULTING)

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 **PlanNet Consulting, LLC** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 2850 Saturn Street, Suite 100, Brea, CA 92821. 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 **Technology Consulting 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:

PlanNet Consulting, LLC
ATTN: Bob Otoupalik
Address: 2951 Saturn St., Ste E
Brea CA 92821
Phone: 714.982.5832
Fax: 714.982.5801
Email: botoupalik@planet.net

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: _____, 20___

PlanNet Consulting, LLC

By: _____

Print Name: BOB CTOUPALIK

Print Title: PRINCIPAL

Dated: SEPTEMBER 5, 2014

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAL

Print Title: VICE PRESIDENT OF BUS. SVCS.

Information regarding Consultant:

License No.: 021350

Address: 2951 Saturn St. Suite E Brea, CA 92821

Telephone: 714-982-5800

Facsimile: 714-982-5801

E-Mail: botoupalik@plannet.net

33-0948769
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
____ Corporation, State: _____
__✓__ Limited Liability Company
____ Other: _____

EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

~~Consultant's services shall include, but is not limited to:~~

1. Professional services for technology consulting that includes:
    a. Design;
    b. Equipment specifications; and
    c. Construction management for information technology (IT) infrastructure, audio visual (AV) systems, and low voltage systems.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 52

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending September 30, 2018**

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending September 30, 2018.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending September 30, 2018:

- 5,896 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $18,676,386.53; and

- 2,975 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $13,939,783.58.

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: **November 14, 2018**

Agenda Item No. 53

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Quarterly Fiscal Status Report for the Quarter Ending September 30, 2018

ACTION

It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending September 30, 2018.

FISCAL IMPACT

This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

REPORT SUMMARY

This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of September 30, 2018 showing that revenues exceeded expenditures by $11,838,226. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive $36,661,502.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing the projected revenue expenditures and actual general fund cash balance.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Quarterly Financial Status Report, CCFS-311Q.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2018-2019

District: (810) CERRITOS **Quarter Ended: (Q1) Sep 30, 2018**

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	As of June 30 for the fiscal year specified: Actual 2015-16	Actual 2016-17	Actual 2017-18	Projected 2018-2019
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	111,747,554	107,167,331	105,182,857	115,775,648
A.2	Other Financing Sources (Object 8900)	302,294	136,124	166,380	140,000
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	112,049,848	107,303,455	105,349,237	115,915,648
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	90,900,144	105,089,056	107,605,950	109,774,105
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	16,205,872	651,546	1,668,082	1,042,004
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	107,106,016	105,740,602	109,274,032	110,816,109
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	4,943,832	1,562,853	-3,924,795	5,099,539
D.	**Fund Balance, Beginning**	22,241,386	27,185,218	28,748,071	24,823,276
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	22,241,386	27,185,218	28,748,071	24,823,276
E.	**Fund Balance, Ending (C. + D.2)**	27,185,218	28,748,071	24,823,276	29,922,815
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	25.4%	27.2%	22.7%	27%

II. Annualized Attendance FTES:

G.1	**Annualized FTES (excluding apprentice and non-resident)**	17,741	16,748	0	16,799

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year: 2015-16	2016-17	2017-18	2018-2019
H.1	Cash, excluding borrowed funds		45,022,950	46,498,039	32,710,376
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	28,793,657	45,022,950	46,498,039	32,710,376

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	115,775,648	115,775,648	28,970,790	25%
I.2	Other Financing Sources (Object 8900)	140,000	140,000	17,240	12.3%
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	115,915,648	115,915,648	28,988,030	25%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	109,774,105	109,774,105	16,624,254	15.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,042,004	1,042,004	525,550	50.4%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	110,816,109	110,816,109	17,149,804	15.5%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	5,099,539	5,099,539	11,838,226	
L	Adjusted Fund Balance, Beginning	24,823,276	24,823,276	24,823,276	
L.1	**Fund Balance, Ending (~~C. + L.2~~)** (K + L)	29,922,815	29,922,815	36,661,502	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	27%	27%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: ***(If multi-year settlement, provide information for all years covered.)***

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

** As specified in Collective Bargaining Agreement or other Employment Contract*

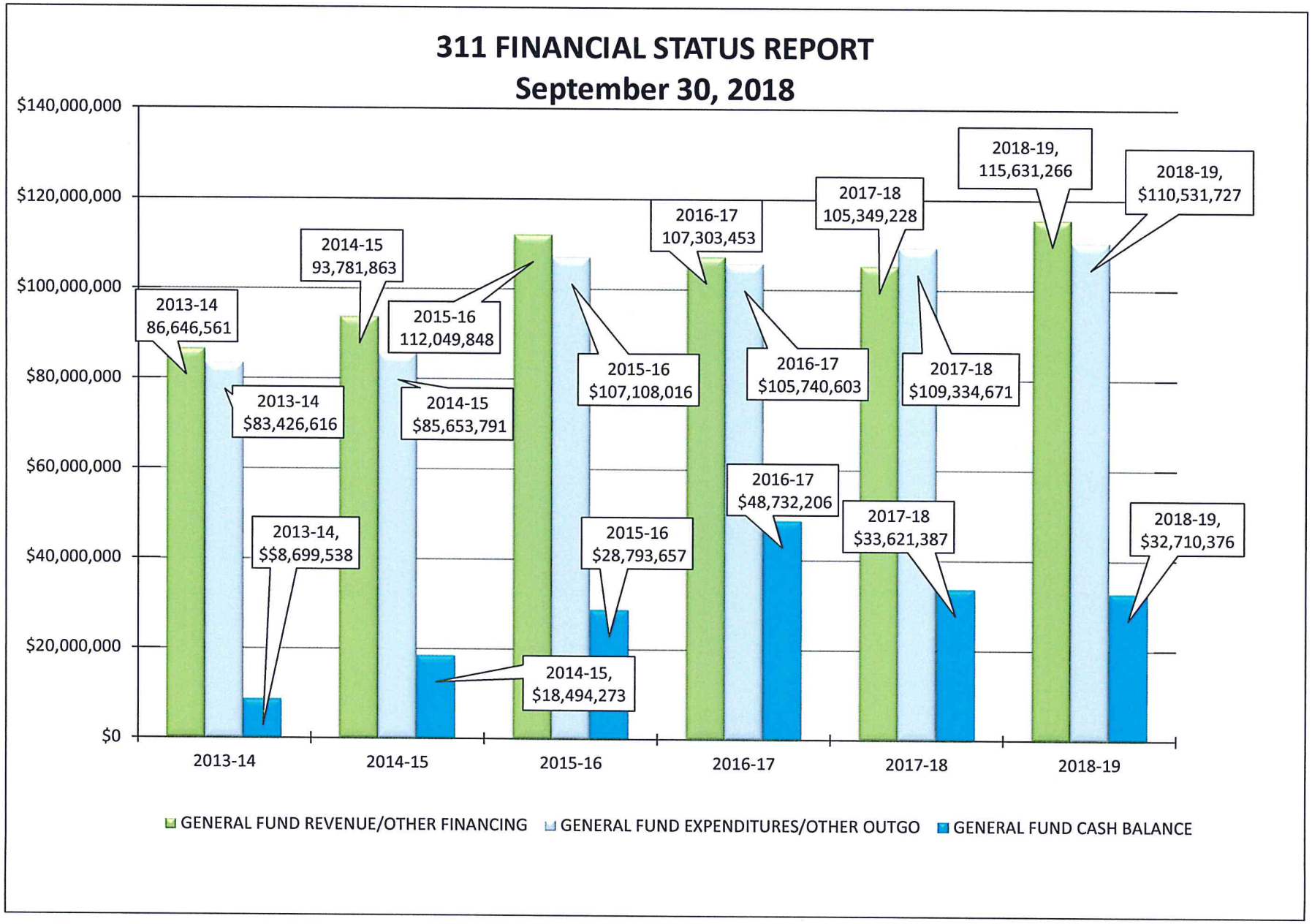
c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **This year?** **NO**
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)


311 FINANCIAL STATUS REPORT
September 30, 2018
$140,000,000
$120,000,000
$100,000,000
$80,000,000
$60,000,000
$40,000,000
$20,000,000
$0
2013-14
2014-15
2015-16
2016-17
2017-18
2018-19
2013-14 86,646,561
2013-14 $83,426,616
2013-14, $$8,699,538
2014-15 93,781,863
2014-15 $85,653,791
2014-15, $18,494,273
2015-16 112,049,848
2015-16 $107,108,016
2015-16 $28,793,657
2016-17 107,303,453
2016-17 $105,740,603
2016-17 $48,732,206
2017-18 105,349,228
2017-18 $109,334,671
2017-18 $33,621,387
2018-19, 115,631,266
2018-19, $110,531,727
2018-19, $32,710,376
GENERAL FUND REVENUE/OTHER FINANCING
GENERAL FUND EXPENDITURES/OTHER OUTGO
GENERAL FUND CASH BALANCE

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: November 14, 2018

Agenda Item No. 4

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Funds at Cerritos College.

REPORT SUMMARY

Pages 1 thru 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds. These transfers are self-balancing and have no effect on their ending balances.

Pages 3 is the revenue adjustments for the Workforce Innovation Opportunity Act, CalWORKs, Foster Parent Training for reallocated funds per the Chancellor's office; budget adjustment to close out the Strong Workforce Regional Cross Town Engineering Design Manufacturing Hub. These revenue adjustments have no effect on the Restricted General Fund balance. Expenditures will be adjusted correspondingly.

Pages 4 reflects an expenditure budget adjustment to close out the Revenue Bond Construction Fund - Measure G, 2014-15 Issuance.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Budget Adjustment Details (4 Pages).

BUDGET TRANSFERS FOR NOVEMBER 14, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(2,000)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
INTERFUND TRANSFERS	$	
CONTINGENCY	$	
TOTAL	$	**(2,000)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	2,000
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
TOTAL	$	**2,000**

Transfers: To cover the cost for marine biology field trips for Science, Engineering, and Math

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:
Science, Engineering, and Math

BUDGET TRANSFERS FOR NOVEMBER 14, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	(5,518)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(1,021)
EMPLOYEE BENEFITS	$	(1,256)
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(3,900)
CAPITAL OUTLAY	$	(68,434)
OTHER TRANSFERS OUT	$	(639)
TOTAL	$	**(80,768)**

TO		
ACADEMIC SALARIES	$	3,326
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	8,360
SUPPLIES AND MATERIALS	$	14,133
OTHER CONTRACT EXPENSES AND SERVICES	$	29,583
CAPITAL OUTLAY	$	25,366
OTHER TRANSFERS OUT	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**80,768**

Transfers: Reallocation of funds to cover stipends for Strong Workforce Program - Regional - Netlab Hub, contract services for Financial Aid Technology, fringe benefits for Temporary Assistance for Needy Families and Los Angeles Department of Social Services; and non-instructional supplies for Adult Education Consortium Grant.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Five (5)

Divisions/Departments/Programs:
Strong Workforce Program - Regional Netlab Hub and Cybersecurity & Reg Labs; Financial Aid Technology; AEBG; LADPSS and TANF

BUDGET ADJUSTMENTS FOR NOVEMBER 14, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70265-8652-0000000 State - Strong Workforce Regional - Cross Town Engineering Design Mfg Hub To reduce budget to align with SWP regional Cross town Hub project agreement Expenditure budget reduced to align with allocation.	$	(22,538)
00000.0-xxxxx-72000-8130-0000000 Federal - Workforce Innovation Opportunity Act To reduce budget for WIOA per the 2018-19 California Department Education grant award. Expenditure budget reduced to align with allocation.	$	(3,311)
00000.0-00000-75900-8190-0000000 Federal - Foster Parent Training To reduce budget for FKCE federal portion per the 2018-19 Chancellor'sOffice allocation. Expenditure budget reduced to align with allocation.	$	(2,723)
00000.0-00000-75900-8652-0000000 State - Foster Parent Training To reduce budget for FKCE state portion per the 2018-19 Chancellor's Office allocation. Expenditure budget reduced to align with allocation.	$	(5,473)
00000.0-00000-72600-8625-0000000 State-CalWORKs To reduce budget for CalWORKs per 2018-19 Chancellor's Office allocation. Expenditure budget reduced to align with allocation.	$	(11,000)
Total Revenue Budget	$	**(45,045)**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Four (4)

BUDGET ADJUSTMENTS FOR JUNE 6, 2018

42.1 FUND - MEASURE G

Expenditure Budget

00000.0-00000-00000-7310-0000000	$ 151

To transfer ending fund balance as of October 1, 2018 to fund 42.2 - Measure G

Total Expenditure Budget	$ **151**

Fiscal Impact: Decrease to ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 55

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 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 2018-2019 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2018-2019 Academic Year

FACULTY: TEMPORARY PART-TIME
2018-2019 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Skoug, Dennis	RE	Apprenticeship	1AB	60.43
Slavens, Jesse	NH	Philosophy	1AD	64.74
Templeton, Phil	RE	Apprenticeship	1AB	60.43

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Rheaume, Laura	RE	Educational Technology	1BM	62.55
Rodriguez, Catherine	RE	Educational Technology	6BM	78.56
Yimenu, Bethlehem	NH	Psychology	1AD	64.74

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Keen, Phillip	RE	Music	1BM	62.55
Schutlz, Ricky	NH	Music	1AM	62.55
Shimazu, Mark	NH	Music	1AM	62.55
Stahl, Christine	RE	Theatre	6BM	78.56
Trostler, Cynthia	RE	Music	1BM	62.55

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Gannon, Vanessa	NH	Speech-Language Path. Asst	1AM	62.55
Grammatica, Andrea	RE	Dental Hygiene	1BM	62.55

V. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Farol, Ronald	RE	English	4AM	72.98
Villa, Beatriz	NH	English	1AM	62.55
Webb, Stephanie	NH	American Sign Language	1AM	62.55

VI. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Kingsbury, Michael	NH	Physical Education	1AM	62.55

VII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Blacquiere, Luke	NH	Biology	1AM	62.55
Khodagholian, Sevana	RE	Chemistry	2AD	68.35
Martinez, Michael	NH	Chemistry	1AM	62.55
Sedki, Ziad	NH	Geology	1AM	62.55

VIII. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Avery, Tiffany	NH	Cosmetology	1AB	60.43

IX. LIBRARY/SUCCESS CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Mitchell, Valencia	RE	Library Instructor	6BM	78.56

X. STUDENT SERVICES (COUNSELING)

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Anang-Koletty, Yuhaniz	RE	EPP Counseling	6BM	78.56

***** *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: **November 14, 2018**

Agenda Item No. 56

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: **Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 Academic Year**

ACTION

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Classification	Salary Placement	Name	Effective Date	Status
Admissions and Records Technician II	Classified Salary Schedule Grade 32, Step 3 + 2.5% Evening Shift Differential ($4,502.83/month)	Jessica Otero	July 1, 2018 through November 14, 2018	*Out-of-Class
Lock Systems Specialist	Classified Salary Schedule Grade 38L, Step 2 ($6,110.25/month)	Robert Contreras	September 10, 2018 through November 30, 2018	*Extension of Out-of-Class
Administrative Clerk II (Counseling)	Classified Salary Schedule Grade 24, Step 1 ($3,339.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Administrative Clerk II (Technology)	Classified Salary Schedule Grade 24, Step 1 ($3,339.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Admissions and Records Technician II	Classified Salary Schedule Grade 32, Step 1 ($4,010.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Admissions and Records Technician II	Classified Salary Schedule Grade 32, Step 3,+ 2.5% differential) ($4,502.83/month)	Jessica Otero	November 15, 2018	Promotion
Human Resources Technician I – Confidential (Human Resources)	Confidential Salary Schedule Grade 12, Step 1 ($4,525.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Budget Analyst	Classified Salary Schedule Grade 38, Step 1 ($4,608.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision

* Categorically Funded
** Specially Funded

Classification	Salary Placement	Name	Effective Date	Status
Public Affairs Specialist (Public Affairs)	Classified Salary Schedule Grade 38, Step 1 ($4,608.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Senior Applications Analyst (2) Positions (IT)	Classified Salary Schedule Grade 52, Step 1 ($6,400.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Senior Technical Support Specialist (2) Positions (IT)	Classified Salary Schedule Grade 48, Step 1 ($5,821.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Senior Network Administrator (IT)	Classified Salary Schedule Grade 55, Step 5 ($8,290.00/month)	Vince Orton	November 15, 2018	Promotion

** 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*

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, 2019, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Arroyo, Stephany*	Financial Aid	Clerk	$11.00/hr	09/27/18
Batres Favela, Ruth*	Adult Education	Community Education Specialist	$30.27/hr	10/23/18
Beavers, Leanthony L.*	Financial Aid	Clerk	$11.00/hr	10/18/18
Bernal, Felipe	HPEDA	Instructional Aide II	$14.67/hr (3)	10/22/18
Cable, Nicholas Scott	HPEDA	Locker Room Attendant	$11.00/hr	10/22/18
Candelario, Emmanuel Meraz*	Financial Aid	Clerk	$11.00/hr	10/23/18
Chaihal, Manveer Kaur*	Financial Aid	Clerk	$11.00/hr	09/27/18
Corral, Valeria Citlali*	Financial Aid	Clerk	$11.00/hr	09/27/18
Deemak, Victor Visunt*	Financial Aid	Program Assistant I	$11.00/hr	10/09/18
Dixon, Zuleika*	Adult Education	Program Facilitator	$14.32/hr	09/20/18
Egbe, Zina*	DSPS	Interpreter Certified	$42.58/hr	09/27/18
Elhessen, Rachelle Rewa*	Financial Aid	Instructional Aide II	$13.30/hr	09/27/18

* Categorically Funded
** Specially Funded

Name	Unit	Classification	Rate	Cleared for Employment
Espejo, Graciela B.	Fine Arts	Community Outreach Worker	$11.00/hr	10/22/18
Estes, Anna Renae*	CalWORKs	Administrative Secretary	$13.64/hr	10/09/18
Fernandez, Gregory*	Financial Aid	Clerk	$11.00/hr	10/09/18
Ferrer, Jose Bernardo	Facilities	Custodian	$11.00/hr	10/22/18
Fregoso, Angelica*	DSPS	Instructional Aide II	$13.30/hr	10/22/18
Gonzalez, Sammuel*	Financial Aid	Clerk	$11.00/hr	09/27/18
Gonzalez, Sammuel*	Financial Aid	Instructional Aide II	$13.30/hr	09/27/18
Gressier, Pamela Stacey*	Student Health Services	Continuing Education Specialist	$30.27/hr	09/27/18
Gutierrez, Raul Jacob*	CalWORKs	Welder	$14.32/hr	10/09/18
Jauregui, Karelia Margarita*	Adult Education	Instructional Scheduling Coordinator	$12.98/hr	10/23/18
Johnston, Kaitlyn*	Financial Aid	Clerk	$11.00/hr	10/18/18
Khlot, Michelle Alissa*	Financial Aid	Clerk	$11.00/hr	10/23/18
Leekley, Brandy L.*	DSPS	Student Services Assistant II	$12.34/hr	09/28/18
Littlejohn, Jordan Lavarr Jr.	HPEDA	Instructional Aide II	$13.30/hr (1)	10/18/18
Marquez, Gabriel Angel*	Financial Aid	Program Assistant I	$11.00/hr	10/05/18
Martinez, Brenda*	Financial Aid	Instructional Aide II	$13.30/hr	10/25/18
Monroy, Victor*	DSPS	Interpreter III	$27.52/hr	09/24/18
Nieto, Jennifer*	Adult Education	Special Populations Coordinator	$17.04/hr	10/26/18
Ortiz, Gabriela*	Financial Aid	Instructional Aide II	$13.30/hr	10/25/18
Pena, Anna Lilia*	Financial Aid	Program Assistant I	$11.00/hr	10/05/18
Pokharel, Sushana*	Financial Aid	Clerk	$11.00/hr	10/26/18
Raygoza Arroyo, Roxana*	Adult Education	Community Education Specialist	$30.27/hr	09/24/18
Roche Ramirez, Karia*	DSPS	Student Services Assistant II	$12.34/hr	10/08/18
Rodriguez, Christopher	Purchasing	Delivery Person	$11.00/hr	09/24/18
Rosales, Jacqueline*	DSPS	Instructional Aide II	$13.30/hr	10/09/18
Ruiz, Jennifer	Acadmic Affairs	Program Assistant II	$11.78/hr	10/22/18
Salcido, Angel*	Financial Aid	Clerk	$11.00/hr	10/26/18
Suresh, Nidheya*	EOPS	Instructional Aide II	$13.30/hr (1)	10/26/18
Thomas, Glenn*	Financial Aid	Instructional Aide II	$13.30/hr	10/25/18
Torrez, Erika	SEM	Lab Aide	$11.00/hr	10/12/18
Urzua, Nathan	Success Center	Instructional Aide II	$13.30/hr (1)	10/16/18
Varela, Daniel*	Adult Education	Special Populations Coordinator	$17.04/hr	10/26/18
Vargas, Jacob	Success Center	Instructional Aide II	$13.30/hr (1)	10/16/18
Vazquez, Brenda*	Financial Aid	Instructional Aide II	$13.30/hr	10/25/18
Vega, Rain	Admissions & Records	Registration Account Clerk	$11.00/hr	09/05/18

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: November 14, 2018

Name	Unit	Classification	Rate	Cleared for Employment
Vega, Rain	Admissions & Records	Student Activities Clerk	$11.00/hr	09/05/18

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: November 14, 2018

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
September 10, 2018

PRESENT:	Dr. Jose Fierro	ABSENT:	Felipe Lopez
	Rick Miranda		Kim Westby
	Dr. Adriana Flores-Church		David Ward
	Sandy Marks		
	Dr. April Griffin	GUEST(s):	Dr. Kristi Blackburn
	Stephanie Rosenblatt		Mark Fronke
	Michelle Lewellen		Veronica Miranda
	Armando Soto		Patrick O'Donnell
	Lynn Laughon		
	Kim Applebury		
	Kathy Azzam		
	Julie Mun		

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:05 p.m.

II. PUBLIC COMMENTS
There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Name	**Position**	**Start Date**
Alexander Claxton	Research Analyst	September 6
Mark Katayama	Research Analyst	August 27
Humberto Solis	Research Analyst	August 20

Employment Opportunities	**Closing Date**
Administrative Clerk II (Technology)	September 27
Administrative Clerk II (Counseling)	October 1
Athletic Eligibility Specialist	October 1

Information regarding all employment opportunities is posted on the Human Resources webpage.

IV. APPROVAL OF MINUTES – August 27, 2018
It was moved by Ms. Laughon and seconded by Mr. Soto to approve the August 27 minutes. The vote for approval was 6-0-4; Mr. Miranda, Ms. Marks, Ms. Applebury, and Ms. Lewellen abstained. Ms. Rosenblatt and Ms. Azzam were not present for the vote.

V. BOARD AGENDA – September 19, 2018
The committee reviewed the draft September 19 board agenda.

Student Success Scorecard
EMP Goal A: Strengthening the Culture of Completion

Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research and Planning, provided an overview of the Student Success Scorecard, a performance measurement system that tracks student success statewide. She shared completion, persistence, 30 units completed, remedial education progression, Career Technical Education (CTE), Career Development and College Preparation (non-credit), and skill builders outcomes for a 6-year cohort of students who attended Cerritos College beginning 2011-12. She also discussed outcomes for the new transfer level achievement metric, using data from a cohort of students who attended Cerritos in 2014-15. She also stated that the Chancellor's Office is developing new metrics that will include some of the current metrics and many more new metrics, particularly in the area of non-credit to credit transition.

This information will be presented to the Board of Trustees at its September 19 regular meeting. The committee members provided feedback and thanked Dr. Blackburn for her presentation.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

Accreditation
EMP Goals A-F

Mr. Miranda distributed the attached August 29 and September 5 meeting agendas and summaries. He stated that the Institutional Self Evaluation Report is due to the ACCJC in December 2019, and the External Evaluation Team Visit is scheduled for Spring 2020. Co-leads and writing teams have been assigned for each Standard, and the first draft of narratives is due by December 12. Shawna Baskette and Ms. Lewellen will be providing him with monthly progress reports, which he will share with the Coordinating Committee.

Information Technology Standards
EMP Goal E: Upgrading Educational Infrastructure

Mr. O'Donnell stated that there has been much discussion regarding the need for Apple product management. There are approximately 4,500 iPads utilized on campus and repairs to an iPad cart take about a week for IT staff to complete. In order to reduce downtime, the committee approved adding a standard for Jamf Now, formerly Bushel, a cloud-based MDM solution for iPad, iPhone, and Mac devices. There is a $45 fee for the life of the device, and updates can be completed within hours. The fee will be included with any new purchases. The committee also approved a new printer standard to replace an end-of-life model.

Web Standards
EMP Goal D: Improving Internal and External Communication

Mr. O'Donnell and Ms. Miranda provided a report on behalf of committee chairperson Miya Walker. Mr. O'Donnell stated that the new website launched in March and that one of the committee's goals is to officially retire the old website. There are still many faculty pages that need to be removed or migrated by the December 14 deadline.

Ms. Miranda stated that the committee has been working on the redevelopment of official social media guidelines and a social media administration agreement. She stated that the intent is to ensure security, continuity, and consistency in use of social media on campus, and to make sure that private, confidential information is not released. She stated that the committee has been working on this area for the past few years and that there is a need for protocol with regard to maintaining and updating social media webpages established under the college's name.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Student Learning Outcomes

EMP Goal A: Strengthening the Culture of Completion

Mr. Fronke distributed the attached February 12, February 26, March 26, April 9, April 23, May 7, and August 27 meeting minutes. He also distributed assessment results for the period 2014-2017. He stated that during summer, reports were generated from general education SLO and institutional SLO data from Fall 2014 through Spring 2017. SLO assessment has been streamlined at the college by encouraging assessment for any class where a grade is given by embedding assessment into grading. The assessment results can be used by faculty to identify topics in courses/programs that students struggle with most, and identify areas in curriculum or content that may need improvement. It is meant to be an engaging, thoughtful process. The committee's goal for the year is to have conversations about general education and institutional SLOs to determine whether we can improve from an institutional standpoint. The committee will also be writing a new document to show the link between SLO assessment and program review.

VIII. STATUS OF SHARED GOVERNANCE

Social Media Policy and Application

EMP Goal D: Improving Internal and External Communication

Ms. Miranda distributed drafts of the social media policy and social media administration agreement. She stated that the drafts were developed with the intent to ensure rights and freedoms are protected, while also providing clear and concise guidelines for social media accounts.

The committee suggested revising language to state that a student administrator would only be required for student club webpages. Faculty also expressed concern about providing more guidance and clear language regarding academic freedom, and stated that there are many departments, such as Political Science or Psychology, that regularly discuss controversial topics. The committee also discussed the difference between content deemed inappropriate by Public Affairs and prohibited content, as the former is subject to personal perception and interpretation.

Dr. Fierro stated that this review will serve as a first reading and asked Ms. Miranda and the Web Standards Committee to separate the language into a draft Board Policy and Administrative Procedure format. He also stated that we should offer open sessions to show students and staff about the appropriate use of social media, and the effects misuse can have on their professional and personal lives.

Board Policy Review – Chapters 1 and 2
EMP Goal F: Enhancing Organizational Effectiveness

Dr. Fierro stated that the committee was asked to review the following policies and procedures prior to the meeting, and to be ready for discussion.

Policy	Title
BP 1100	The Cerritos College Community District
BP 1200	Mission
BP 1300	Educational Philosophy
BP 2010	Board Membership
BP 2100	Board Elections
BP 2105	Student Trustee
AP 2105	Student Trustee Election and Responsibilities
BP 2110	Vacancies on the Board
AP 2110	Vacancies on the Board
BP 2200	Board Duties and Responsibilities
AP 2200	Board Duties and Responsibilities
BP 2210	Officers
AP 2210	Officers
BP 2220	Committees of the Board
AP 2220	Committees of the Board
BP 2300	Invocations at Board Meetings
AP 2300	Invocations at Board Meetings
BP 2305	Annual Organizational Meeting
BP 2310	Regular Meetings of the Board
BP 2315	Closed Sessions
BP 2320	Special and Emergency Meetings
AP 2320	Special and Emergency Meetings
BP 2330	Rules of Order
BP 2340	Agendas
BP 2345	Public Participation at Board Meetings
AP 2345	Public Participation at Board Meetings
BP 2350	Speakers
BP 2355	Decorum
BP 2360	Minutes
BP 2365	Recording

The committee discussed concerns with updating and revision Board Policy 1200 – Mission, and Ms. Lewellen stated that she will speak with the appropriate Accreditation Standard co-leads and report back to the committee.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Azzam stated that the first ASCC Senate meeting is scheduled for Wednesday, September 12.

Dr. Flores-Church reminded the committee that Falcon Day is scheduled for Friday, November 2 from 7:30 a.m. – 4:30 p.m.

Dr. Griffin stated that the Rwandan debate team is conducting a tour of United States colleges and universities. The Cerritos Forensics team will have the privilege of hosting the Rwandans at Cerritos College from September 19-21. While they are here, the Rwandans will be participating in a variety of events, including an exhibition debate, a discussion panel, classroom visits, and a photo exhibition.

X. PRESIDENT'S REPORT

Dr. Fierro stated that the college is updating its Facilities Master Plan and needs input. A Campus Visioning Session is scheduled for Thursday, September 20 from 11:00 a.m. – 6:00 p.m. in front of the LRC. He asked the committee to spread the word and to stop by to share their experience on campus, engage using interactive displays, and help shape the vision for the future of Cerritos College.

ADJOURNMENT

Meeting adjourned at 3:33 p.m.

Accreditation Meeting Agenda

Wednesday, August 29th 3-5pm BE-119

A. **Updates** (20 mins)
    1. New Accreditation Handbook DRAFT
    2. New file and folder naming protocol (handout)
    3. Review Canvas site

B. **Standard IA Report**

C. **Standard IB Report**

D. **Standard IC Report**

E. **Team leads meet with one another**

Next Meeting:

Wednesday, September 5th 3-5pm BE-119

Standard IIB Report
Standard IIC Report
Standard IIIA Report

Accreditation Meeting Summary

Wednesday, August 29, 2018
3:00 – 5:00 p.m.
BE-119

I. Updates

1. New Accreditation Handbook DRAFT
2. Handout: New File and Folder Naming Protocol
3. Review Canvas site

Shawna stated that the updated handbook cannot be circulated yet. She has reviewed the draft and there seem to be no changes to the Standards. However, there have been revisions to suggested sources of evidence and suggested evaluation criteria. She has been sending summaries of changes to the Standard teams so that they are aware of how the changes will affect their assignments. When the updated handbook is finalized, it will be distributed to all.

Michelle stated that staff have expressed apprehension about Accreditation and whether we meet the Standards. She stated that the teams should collect evidence, evaluate whether the Standard has been met, and then address areas for improvement.

Shawna distributed an updated template for the teams to use for writing narratives. All evidence files must be in PDF format. File names should be less than 27 characters in length, if possible, and periods should not be used. The Standard should be listed, followed by a short title of the document (e.g. 3B1_FacilitiesMP). Shawna also showed the teams how to upload files to evidence folders in Canvas.

Shawna reminded the committee to be mindful of upcoming deadlines. All narratives must be completed by December 12. The narratives should not include live links at this time.

Michelle asked the teams to send their meeting schedules to Julie so that the information can be posted on Canvas.

II. Standard IA Report: Mission

1. Co-Leads: Tim Kyllingstad, Rick Miranda, Frank Mixson

Frank stated that the team does not need additional resources and will collect all evidence by the end of September, and write the narrative in October. He stated that the ultimate purpose of this Standard is to demonstrate that the college is conscious of the mission statement, and is using it to guide us in decision-making.

III. Standard IB Report: Assuring Academic Quality and Institutional Effectiveness

1. Co-Leads: Kristi Blackburn, Debbie Buffington, Jaclyn Ronquillo

Kristi stated that the team has been meeting and developed a plan to complete the work. The next team meeting is scheduled for October 3. They do not need additional resources and have not found any areas of overlap so far.

IV. Standard IC Report: Institutional Integrity

1. Co-Leads: Andrew Maz, Elizabeth Miller, Stephanie Murguia, Lucy Self

Elizabeth stated that the team has been reviewing policies and procedures regarding code of ethics and academic integrity. Work is moving along and they will reach out to groups if needed.

V. Team Leads Meet with One Another

The teams met with each other and discussed their assignments.

Accreditation Meeting Agenda

Wednesday, Sept 5th 3-5pm BE-119

A. Updates

1. Standard Lead Team Meeting Times (see Canvas)
2. How to Check a PDF for Accessibility
3. Monthly Team Progress Reports to President
    a. Electronic copy of reporting form
    b. Meeting agendas and minutes
    c. Meeting schedules

B. Standard IIB Report

C. Standard IIC Report

D. Standard IIIA Report

E. Team Leads Meet with One Another

Next Meeting:

Wednesday, September 19, 3-5pm BE-119

Standard IIIB Report
Standard IIIC Report
Standard IIID Report

Accreditation Meeting Summary

Wednesday, September 5, 2018
3:00 – 5:00 p.m.
BE-119

I. Updates

1. Standard Lead Team Meeting Times (Canvas)
2. How to Check a PDF for Accessibility
3. Monthly Team Progress Reports to President
    a. Electronic copy of reporting form
    b. Agendas and minutes from meetings
    c. Meeting schedules

Shawna asked the teams to continuing sending their meeting schedules to Julie so that the information can be posted on Canvas.

Shawna reminded the committee to use the updated file naming protocol for evidence, and to save all documents as PDF files. She also provided an overview of how to check PDF files for accessibility. A guide is also posted on Canvas.

Shawna stated that monthly team progress reports are to be submitted to Dr. Fierro. She asked the teams to post an electronic copy of their reporting forms, meeting agendas and minutes, and meeting schedules onto Canvas. She will also use other uploaded files, such as evidence, for the reports and will contact leads if she needs more information.

II. Standard IIB Report: Library

1. Co-Leads: Shawna Baskette, Quinn Doan, Monica Lopez

Monica stated that the team created a checklist using Google Docs so that any team member can populate updates as they upload evidence. This also helps the leads identify gaps in evidence. She stated that the team would like to meet with the II.C. Student Support Services team to review potential overlaps. Shawna asked the committee to send her information about any additional learning support services, such as tutoring, provided by departments and divisions.

III. Standard IIC Report: Student Support Services

1. Co-Leads: Terrie Lopez, Armando Soto, Yvette Tafoya, Kim Westby, Danylle Williams-Manser

Terrie stated that the team completed much work during summer and divided the Standard into subsections. The team has been collecting evidence and will contact appropriate managers for department data such as student satisfaction surveys. The team plans to meet twice a month and do not need additional resources at this time. There may be some overlap with I.B.

Academic Quality, and the teams will work together to make sure their narratives are consistent.

IV. Standard IIIA Report: Human Resources

1. Co-Leads: Adriana Flores-Church, Tim Juntilla, Donna Sheibe

Tim stated that the team created its own Canvas page to upload materials. Subsections were assigned to writing team members and the leads are reviewing progress. The first drafts of subsection narratives are due September 21.

V. Team Leads Meet with One Another

The teams met with each other and discussed their assignments.

SLO Committee Minutes

Date: **February 12, 2018**

Time: 3:30 – 5:00 P.M.

Location: LC 51

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Business	SLO Coordinator	Mark Fronke	P	P					
Counseling	SLO Coordinator	Jan Connal	P	A					
CCFF	Faculty	Pauline Acosta	P	A					
Counseling	Faculty	Traci Ukita	P	P					
Curriculum	Faculty	Carrie Edwards	A	A					
DSPS	Faculty	Steven La Vigne	P	P					
Faculty Senate	Faculty	Michelle Lewellen	P	A					
Fine Arts & Com	Faculty	Sergio Teran	P	P					
Health Occupations	Faculty	Ann Voorhies	P	A					
HPEDA	Faculty	Jennifer O'Connor	P	P					
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P					
Liberal Arts	Faculty	Lee Anne McIlroy	A	A					
Library/LRC	Faculty	Lorraine Gersitz	P	P					
SEM	Faculty	Chace Tydell	P	P					
Technology	Faculty	Chuong Vo	P	P					
IERP	ACCME	Kristi Blackburn	A	P					
SEM	ACCME	Connie Boardman	A	A					
Student Services	ACCME	Terrie Lopez	A	P					
CSEA	Classified	Vacant	A	A					
ASCC	Student	Princess Florendo	A	A					

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called meeting to order at 3:37 P.M. and introduced Paulina Jones who will serve as the new Program Assistant to the SLO Committee.
Approval of Minutes	Lorraine Gersitz made a motion to approve the minutes of the SLO meeting on January 22, 2018.Chace Tydell seconded. The committee unanimously passed the motion with two abstentions from Terrie Lopez and Kristi Blackburn.
Update of eLumen a) Fall Assessment Strategy b) Canvas Integration c) Mapping Issues	a) The deadline for assessments to be input into eLumen has passed, although faculty will still have access to do so. If faculty enters assessment data in late, it may or may not be in the latest reports. Fronke intends to send directions to department chairs to help prepare results of department reports for a time span of two to three years. The purpose of this is for department chairs to see the long-term effects of SLO assessments over a longer period of time and encourage them to actively engage the faculty in the SLO assessment process after seeing the benefits of the reports. A separate issue with submitting new SLOs for Fall 2018 is resolved. Although new SLOs seemed to disappear after being entered for the upcoming semester, they still exist in eLumen. New SLOs inputted for future semesters will not appear in the system until the semester officially begins. **Action:** Provide directions to department chairs about how to generate statistical trends reports. **Action:** Inform faculty that SLOs inputted for a future date will not appear in the system until that semester occurs. **Responsibility:** Fronke b) Fronke discussed Canvas integration with eLumen's technical support. c) Mapping issues were brought up to the technical support team at eLumen. They learned that issues were affecting the Accounting and Psychology Departments. Although the mapping issues are more prevalent in the ISLOs and PSLOs, eLumen technological support confirmed that the issue is a result of “a bug” in their system. There has been no resolution of the eLumen error yet.
Guided Pathways Document	Fronke stated that David Fabish asked for the creation of a Guided Pathways document. In response, Fronke drafted a chart outlining plans, efforts, outcomes, as well as current and anticipated scales of adoption for Aligned Learning Outcomes and Assessing and Documenting Learning.

	Traci Ukita summarized the college's adoption of Guided Pathways as a necessary tool for self-assessment in order to receive a large grant of approximately $2.4 million. To be eligible for the grant Cerritos College must establish taskforces that actively engage in creating clear and navigable pathways for students to complete a program of study.
SLO Symposium Report	On February 9, 2018, Fronke attended the SLO Symposium hosted by the Academic Senate for California Community Colleges. Fronke reported that there were approximately 200 people in attendance. The keynote speaker, a representative of National Institute for Learning Outcomes Assessment (NILOA), emphasized the need for an annual assessment schedule. She stated that some universities have already implemented an assessment of virtually every course assignment given to students and that this allowed for students, and possibly employers, to have access to an SLO report as an attachment to their academic transcripts. Fronke stated that he gave an hour-long presentation and discussion to approximately thirty individuals at the SLO Symposium. He provided the group with a summary of the facilitation practices of SLOs at Cerritos College: including the process of assessment after every semester grade. He received overwhelmingly positive feedback. Fronke then reported that he appreciated another presentation at the SLO Symposium because the speaker emphasized the need to engage faculty and identify why some departments may not be actively involved. The way she helped the departments engage was to sit down with faculty and evaluate their SLOs. She brought attention to the faculty that their SLOs were unmeasurable and needed to be rewritten more simply in order to apply them to coursework. When this was done, the faculty became more engaged because their understanding improved. The speaker then gave another example where a department on her campus was not assessing their students based on course assignments. This caused the SLO reports to vary greatly from student grades. The chasm created from a lack of "outcome-based grading" put faculty under the impression that the SLO process was unimportant and arbitrary. The speaker then helped the department understand that outcome-based grading induces positive correlations between the course grades and SLO reports. This clarification gave the department an understanding how the SLO process can be used as a tool to improve their program.

Update on "SLO Extravaganza Day" – April 6	Fronke stated that a representative from eLumen will be on campus to speak about Canvas integration. Jennifer O'Connor suggested that the FLEX invitation include the information that breakfast and lunch is available on SLO Extravaganza Day. Fronke wants the next meeting to include planning for which members of the committee will give presentations at the event. **Action:** Amend FLEX invitation to include breakfast and lunch information. **Action:** Send another email invitation emphasizing breakfast and lunch information. **Responsibility:** Fronke
Items from the floor	a) Fronke asked for opinions on what meeting minutes to keep and archive on the Cerritos College SLO website. 1) Kristi Blackburn suggested only keeping files available on the website since the college's last accreditation in 2014. 2) Chase suggested rearranging the minutes on the website using folders sorted by year. 3) Someone must find out the archiving procedures for the college. b) Traci Ukita asked if a hyperlink to eLumen can be added to the faculty page at cerritos.edu **Action:** Inquire about Cerritos College' archiving procedures. **Action:** Add eLumen hyperlink to faculty page on Cerritos.edu **Responsibility:** Fronke
Meeting Adjourned	SLO Coordinator Mark Fronke adjourned the meeting at 4:30 P.M.

SLO Committee Minutes

Date: **February 26, 2018**

Time: 3:30 – 5:00 p.m.

Location: SS 140

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Business	SLO Coordinator	Mark Fronke	P	P	P				
Counseling	SLO Coordinator	Jan Connal	P	A	P				
CCFF	Faculty	Pauline Acosta	P	A	P				
Counseling	Faculty	Traci Ukita	P	P	P				
Curriculum	Faculty	Carrie Edwards	A	A	A				
DSPS	Faculty	Steven La Vigne	P	P	P				
Faculty Senate	Faculty	Michelle Lewellen	P	A	P				
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P				
Health Occupations	Faculty	Ann Voorhies	P	A	P				
HPEDA	Faculty	Jennifer O'Connor	P	P	P				
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P	P				
Liberal Arts	Faculty	Lee Anne McIlroy	A	A	P				
Library/LRC	Faculty	Lorraine Gersitz	P	P	P				
SEM	Faculty	Chace Tydell	P	P	P				
Technology	Faculty	Chuong Vo	P	P	A				
IERP	ACCME	Kristi Blackburn	A	P	P				
SEM	ACCME	Connie Boardman	A	A	P				
Student Services	ACCME	Terrie Lopez	A	P	P				
CSEA	Classified	Vacant	A	A	A				
ASCC	Student	Princess Florendo	A	A	A				

	Summary of Discussion
Meeting Called to Order	SLO Coordinator Mark Fronke called meeting to order at 3:39 P.M.
Approval of Minutes	Corrections to the minutes from February 12, 2018, meeting are as follows: Call to order time changed from 3:37 A.M. to 3:37 P.M. and committee member's name corrected from Terri Lopez to Terrie Lopez. Traci Ukita made a motion to approve the minutes of the SLO meeting on February 12, 2018. Jaclyn Ronquillo-Adachi seconded. The committee unanimously passed the motion with three abstentions from Michelle Lewellen, Lee Anne McIlroy, and Connie Boardman.
Planning session for "SLO Extravaganza Day" – April 6 a) Keynote Speaking Points b) Workshops i) Computer ii) Non-Computer c) Schedule	a) Keynote Speaking Points Recommendations- • Jaclyn Ronquillo-Adachi: Focus on the importance of closing the loop and not underestimating data's use in program planning, resulting in more faculty empowerment. She asked if the talk can be videotaped to share with faculty. • Jan Connal: Give examples/evidence of improved learning via SLOs. • Lee Anne McIlroy: Provide best practice to close the loop. Give examples. • Mark Fronke: Give the audience a sense of "THIS is why we do it!" High demand courses impact most students- improvements to these courses give strong foundations for higher learning. Focus on impending trends. • Michelle Lewellen: Understand audience' needs and expectations. • Steven La Vigne: Focus on win-win situation for faculty and students. Culture is the biggest battle; change connotation of "SLO" on campus. • Chace Tydell: Focus on changing culture. Provide audience with talking points to help sway resistant faculty. • Theme: Changing Campus SLO Culture- give audience tools to talk to resistant faculty about the potential value of assessment, trends, and using reports to make positive changes at every level, resulting in improved learning. • Summary: Convince audience that SLOs are highly valuable in improving institution, and student learning. Faculty will walk away having tools (new language, positive attitude, examples to share, and excitement for potential improvement to programs after trends are analyzed to improve student learning) to change perspectives of resistant faculty. b) Workshops • Jan Connal suggested combining workshops "Writing Effective Action Plans," and "SLOs for Program Review." The committee agreed.

	• The committee agreed to remove proposed workshop, "Administrative Unit Outcomes." i) Computer • **Getting Data into eLumen,** 9:30 am**:** Facilitated by Robyn Tornay and Fronke. • **Getting Data out of eLumen,** 10:20 am: Facilitated by Robyn Tornay and Fronke. • **Mapping to PSLOs & ISLOs,** 11:10 am: Facilitated by Robyn Tornay and Fronke. ii) Non-Computer • **Writing Effective SLOs,** 9:30 am: Facilitated by Sharon Hamill, Ph.D. • **Creating Authentic Assessments,** 10:20 am: Facilitated by Sharon Hamill, Ph.D. • **Writing Effective Action Plans & SLOs for Program Review,** 11:10 am: Facilitated by Jaclyn Ronquillo-Adachi and Traci Ukita in a roundtable discussion format. c) Schedule • 8:00 am - Breakfast • 8:30 am - Keynote Speaker • 9:30 to 11:45 pm – Workshops (45 minutes each) • 12:00 pm – Lunch • **Action:** Find out if keynote speech will be videoed. **Responsibility:** Mark Fronke **Action:** Give committee recommendations to Sharon Hamill, Ph.D. **Responsibility:** Mark Fronke **Action:** Facilitate Workshops **Responsibility:** Mark Fronke, Robyn Tornay, Sharon Hamill, Ph.D., Jaclyn Ronquillo-Adachi and Traci Ukita.
Items from the floor	Michelle Lewellen informed the committee that there is no archiving procedure on campus. Michelle Lewellen informed the committee that the current SLO Coordinator term is ending, and at the March 27th Faculty Senate meeting the position will be officially open. Secondly, she will propose that SLO coordinator automatically become the committee chair. Fronke asked if the 'eLumen Data Steward' position would be separately determined or become part of the SLO coordinator's responsibility. Fronke also inquired about whether the SLO Coordinator also represents his/her Division on the committee.
Meeting Adjourned	SLO Coordinator Mark Fronke adjourned the meeting at 4:54 P.M.

SLO Committee Minutes

Date: **March 26, 2018**

Time: 3:30 – 5:00 p.m.

Location: LC 51

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Business	SLO Coordinator	Mark Fronke	P	P	P	P			
Counseling	SLO Coordinator	Jan Connal	P	A	P	P			
CCFF	Faculty	Pauline Acosta	P	A	P	P			
Counseling	Faculty	Traci Ukita	P	P	P	P			
Curriculum	Faculty	Carrie Edwards	A	A	A	A			
DSPS	Faculty	Steven La Vigne	P	P	P	A			
Faculty Senate	Faculty	Michelle Lewellen	P	A	P	P			
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P	P			
Health Occupations	Faculty	Ann Voorhies	P	A	P	P			
HPEDA	Faculty	Jennifer O'Connor	P	P	P	P			
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P	P	P			
Liberal Arts	Faculty	Lee Anne McIlroy	A	A	P	A			
Library/LRC	Faculty	Lorraine Gersitz	P	P	P	P			
SEM	Faculty	Chace Tydell	P	P	P	P			
Technology	Faculty	Chuong Vo	P	P	A	P			
IERP	ACCME	Kristi Blackburn	A	P	P	P			
SEM	ACCME	Connie Boardman	A	A	P	P			
Student Services	ACCME	Terrie Lopez	A	P	P	P			
CSEA	Classified	Vacant	A	A	A	A			
ASCC	Student	Princess Florendo	A	A	A	A			

	Summary of Discussion
Meeting Called to Order	SLO Coordinator, Mark Fronke, called the meeting to order at 3:35 P.M.
Approval of Minutes	Connie Boardman made a motion to approve the minutes of the SLO meeting on February 26, 2018. Michelle Lewellen seconded. The committee unanimously passed the motion.
Final session for "SLO Extravaganza Day" – April 6	Mark Fronke informed the committee that approximately thirty people signed up for SLO Extravaganza Day. He planned to remind campus faculty of the event on an email announcing that all the assessments were input and available in eLumen. Dr. Sharon Hamill received the suggestions for her keynote speech from the committee and agreed to them. Mark Fronke asked the committee if the two tracks of workshops should be merged. Merging them would allow Robyn Tornay, the eLumen representative, to participate both in the eLumen and theoretical workshops. The committee voted unanimously to merge both tracts of workshops for the event.
SLO Coordinator Position – 2 year term for Fall 2018 to Spring 2020	Michelle Lewellen supplied the proposed SLO Coordinator job description form. The form is going to the Faculty Senate on April 3, 2018. The purpose of the document was to follow the same format as other committee coordinators and to provide transparency about responsibilities. The committee voted to approve the following suggestions to amend the form and take to the Faculty Senate: • Add "per week" at the end of the statement, "Coordinate up to 24 hours of hourly employee support." • Strike the bullet: "Work each semester with IT to ensure that the correct courses, rosters, and users are uploaded correctly to eLumen." • Revise the bullet, "Facilitate the subcommittee that will analyze the SLO assessment results and create improvement plans for the Liberal Arts and Sciences, General Education Competencies, and Institutional Competencies," to "Facilitate the analysis of the SLO assessment results and creation of improvement plans for departments, areas and the institution." • Revive the bullet: "Report to Vice President of Academic Affairs and the Faculty Senate on the progress of SLO assessment across campus," to "Report to Vice President of Academic Affairs or designee and the Faculty Senate on the progress of SLO assessment across campus."

	There was also a discussion about the allotted reassigned time for the SLO Coordinator position, though there was no motion.
eLumen Data Steward Position (Same term as Coordinator)	The Vice President of Academic Affairs appoints the eLumen Data Steward Position.
Policy on SLO Coordinator as SLO Committee Chair	The committee made two suggestions to change the document entitled "SENATE COMMITTEE ON STUDENT LEARNING OUTCOMES," and are as follows: • Change the statement: "A faculty member elected by the voting members of the Committee for a two-year term. The term shall commence on July 1 and end on June 30. In the event that no chairperson(s) is elected, the Faculty Senate may appoint a chairperson(s). The term shall commence on July 1 and end on June 30," to, "The Faculty Senate appointed Faculty SLO Coordinator will serve a two-year term as Chair of the SLO Committee. The term shall commence on July 1 and end on June 30. The Faculty SLO Coordinator will not serve as a representative from their own division, unless so voted by the faculty of that division." • Specify that quorum for the committee is 50% of voting members plus one.
Items from the floor **1. Three Year Report** **2. Guiding Principles for SLO Assessment by the California Faculty Senate** **3. 2018 Annual Report**	1. Mark Fronke generated a report showing the statistics for divisional assessment results from Fall 2014 to Spring 2017. Each semester in the three-year time span divides assessment totals by Good, Satisfactory, Emergent, and N/A. Fronke sent the report to college Deans. The report shows that the trend for reporting, in general, is up. The report should generate dialogue at the Dean's level and may lead to action and improvement plans. 2. The California Faculty Senate publication entitled, "Guiding Principles for SLO Assessment," states that the college is responsible for implementing strategy so that the "results of assessment are being used for improvement and further alignment of institution-wide practices," and generating "widespread institutional dialogue about the results." Mark Fronke stated that now is the time for the committee to increase institutional dialogue about SLOs. SLO data can support action and improvement plans at all levels of the college organizational structure. Consequently, action and

	improvement plans that use SLO data as evidence can affect future SLO trends. The infrastructure of eLumen supports the practice of moving course SLO data upward by linking SLOs, curriculum and planning together. Committee members discussed whether or not data was being used upward from the course level to make action and improvement plans. There was a consensus that it is a limited practice. Mark Fronke agreed to draft an improvement plan template outlining a procedure for SLO data to move upward from course level to the institutional level. The document will include suggested dates and deadlines for data to disperse throughout the college. 3. Mark Fronke provided the SLO statistics for the ACCJC Annual Report for 2017-18. Data came from eLumen with direct advice from an eLumen representative stating what reports to use for the form. **Action:** Draft improvement plan template for faculty to use to report their action plans for the annual planning cycle. **Responsibility:** Mark Fronke
Meeting Adjourned	SLO Coordinator, Mark Fronke, adjourned the meeting at 5:05 P.M.

SLO Committee Minutes

Date: **April 09, 2018**

Time: 3:30 – 5:00 p.m.

Location: LC 51

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Business	SLO Coordinator	Mark Fronke	P	P	P	P	P		
Counseling	SLO Coordinator	Jan Connal	P	A	P	P	A		
CCFF	Faculty	Pauline Acosta	P	A	P	P	A		
Counseling	Faculty	Traci Ukita	P	P	P	P	A		
Curriculum	Faculty	Carrie Edwards	A	A	A	A	A		
DSPS	Faculty	Steven La Vigne	P	P	P	A	P		
Faculty Senate	Faculty	Michelle Lewellen	P	A	P	P	P		
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P	P	P		
Health Occupations	Faculty	Ann Voorhies	P	A	P	P	P		
HPEDA	Faculty	Jennifer O'Connor	P	P	P	P	P		
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P	P	P	P		
Liberal Arts	Faculty	Lee Anne McIlroy	A	A	P	A	A		
Library/LRC	Faculty	Lorraine Gersitz	P	P	P	P	P		
SEM	Faculty	Chace Tydell	P	P	P	P	P		
Technology	Faculty	Chuong Vo	P	P	A	P	P		
IERP	ACCME	Kristi Blackburn	A	P	P	P	A		
SEM	ACCME	Connie Boardman	A	A	P	P	A		
Student Services	ACCME	Terrie Lopez	A	P	P	P	A		
CSEA	Classified	Vacant	A	A	A	A	A		
ASCC	Student	Tania Martin	A	A	A	A	P		

	Summary of Discussion
Meeting Called to Order	SLO Coordinator, Mark Fronke, called the meeting to order at 3:36 P.M. Mark Fronke introduced Tania Martin as the new student representative from ASCC.
Approval of Minutes	Michelle Lewellen made a motion to approve the minutes of the March 26, 2018 meeting. Jennifer O'Connor seconded. The committee unanimously passed the motion. Steven La Vigne and Tania Martin abstained.
Comments from "SLO Extravaganza Day"	Steven La Vigne stated that there were great ideas that were shared with ease, accessibility and within a comfortable environment. Michelle Lewellen shared that the event was well attended. Chase Tydell asked if the event did well after the decision to combine the workshops into one tract. Serio Teran replied to Chase, stating that it worked well. Jennifer O'Connor agreed, stating that it the simplified workshop structure flowed easily. Mark Fronke said that the computer workshop could have been longer. Various members of the committee who attended SLO Extravaganza Day reiterated Dr. Sharon Hamill's statement about how SLO data should be used as evidence in planning within the college. Mark Fronke suggested that a survey should be created and sent out to attendees of SLO Extravaganza Day to gauge their satisfaction with the event. **Action:** Create and distribute a survey for attendees of SLO Extravaganza Day, **Responsibility:** Mark Fronke
College, Division and Department performance reports	Mark Fronke informed the committee that three division reports had been completed, including data at the department level. Chase Tydell advised the committee that faculty members in her division were unsatisfied with the reports. She stated that the data reports would be more useful without the N/A column. She warned that the reports would confuse people because of the misconception that the data represented individual students as opposed to individual SLOs assessed. Jaclyn Ronquillo-Adachi agreed that the N/A data should be removed, and the heading, "Number of Students Assessed" should be changed. Mark Fronke stated that the reports reflected raw data that came out of eLumen but agreed to remove the N/A data and changing the heading.

	Michelle Lewellen asked if the committee can see future reports before being distributed publically.
Action/Improvement Plan Template	Mark Fronke presented a draft of an SLO Improvement/Action Plan template. There was a consensus that the form was easy to understand and useful.
Items from the floor	Michelle Lewellen informed the committee that the documents regarding the SLO coordinator position passed through the Faculty Senate without any issues.
Meeting Adjourned	SLO Coordinator, Mark Fronke, adjourned the meeting at 4:59 P.M.

SLO Committee Minutes

Date: **April 23, 2018**

Time: 3:30 – 5:00 p.m.

Location: LC 51

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Business	SLO Coordinator	Mark Fronke	P	P	P	P	P	P	
Counseling	SLO Coordinator	Jan Connal	P	A	P	P	A	A	
CCFF	Faculty	Pauline Acosta	P	A	P	P	A	A	
Counseling	Faculty	Traci Ukita	P	P	P	P	A	A	
Curriculum	Faculty	Carrie Edwards	A	A	A	A	A	A	
DSPS	Faculty	Steven La Vigne	P	P	P	A	P	P	
Faculty Senate	Faculty	Michelle Lewellen	P	A	P	P	P	P	
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P	P	P	P	
Health Occupations	Faculty	Ann Voorhies	P	A	P	P	P	P	
HPEDA	Faculty	Jennifer O'Connor	P	P	P	P	P	P	
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P	P	P	P	P	
Liberal Arts	Faculty	Lee Anne McIlroy	A	A	P	A	A	P	
Library/LRC	Faculty	Lorraine Gersitz	P	P	P	P	P	P	
SEM	Faculty	Chace Tydell	P	P	P	P	P	P	
Technology	Faculty	Chuong Vo	P	P	A	P	P	P	
IERP	ACCME	Kristi Blackburn	A	P	P	P	A	P	
SEM	ACCME	Connie Boardman	A	A	P	P	A	A	
Academic Affairs	Management	Gary Prichard	A	A	A	A	A	P	
Student Services	ACCME	Terrie Lopez	A	P	P	P	A	P	
Student Services	Administration	Kim Westby	A	A	A	A	A	P	
CSEA	Classified	Vacant	A	A	A	A	A	A	
ASCC	Student	Tania Martin	A	A	A	A	P	P	

	Summary of Discussion
Meeting Called to Order	SLO Coordinator, Mark Fronke, called the meeting to order at 3:34 P.M. Everyone present made an introduction.
Approval of Minutes	Ann Voorhies made a motion to approve the minutes of the April 9, 2018 meeting. Chase Tydell seconded. The committee unanimously passed the motion. Terri Lopez, Lee Anne McIlroy, Gary Prichard, and Kim Wesby abstained.
Chairs Council Agenda	Mark Fronke informed the committee that he would present the following to the Chairs Council on April 24, 2018: 1. The SLO Process 2. Revised Institutional SLOs 3. Action/Improvement Plan document and its importance to closing the loop of the SLO assessment process 4. Updates on SLO data reports
Shared Governance Form	Mark Fronke filled out information on the Committee Self Evaluation Form for 2017-2018. The committee made the following edits: • Add the SLO Extravaganza Day to the list of accomplishments in #2. • Changes made in the document entitled "SENATE COMMITTEE ON STUDENT LEARNING OUTCOMES," now reflect in #4. The committee also agreed to make decisions by consensus. • Add a fourth goal in #5: The committee will work with department chairs to review SLO mapping.
SLO Assessment Performance Reports for 2014-2017	The committee reviewed the college-wide assessment report. Jennifer O'Connor noted that HPEDA is misspelled.
SLO Extravaganza **1. Participant Survey** **2. Status of Video**	1. Keynote Speaker, Dr. Sharon Hamill, has requested not to share the video of her speech with the public. She will allow the committee to share the video with Cerritos College employees under password protection. 2. A survey seeking feedback from the SLO Extravaganza will go out within the week.
Action/Improvement Plan Sample and Strategy	Mark Fronke presented a sample of the Action/Improvement Plan document to illustrate its use. The document was designed to provide Programs with a tool for creating evidence of the development of plans for improving student learning. Faculty will be encouraged to upload these plans to Program Review Plus. Jaclyn Ronquillo-Adachi suggested that department chairs send the document to both full and part-time faculty.
Items from the floor	Sergio Teran informed the committee that there is a misconception amongst some faculty believing that single-section courses do not need assessment. Mark Fronke stated that he would remind faculty that this is not the case.
Meeting Adjourned	The meeting adjourned at 4:37 P.M.

SLO Committee Minutes

Date: **May 7, 2018**

Time: 3:30 – 5:00 p.m.

Location: LC 51

Division	Role	Name	01/22/2018	02/12/2018	02/26/2018	03/26/2018	04/09/2018	04/23/2018	05/07/2018
Academic Affairs	Management	Gary Prichard	A	A	A	A	A	P	A
Business	SLO Coordinator	Mark Fronke	P	P	P	P	P	P	P
Counseling	SLO Coordinator	Jan Connal	P	A	P	P	A	A	A
CCFF	Faculty	Pauline Acosta	P	A	P	P	A	A	A
Counseling	Faculty	Traci Ukita	P	P	P	P	A	A	P
Curriculum	Faculty	Carrie Edwards	A	A	A	A	A	A	A
DSPS	Faculty	Steven La Vigne	P	P	P	A	P	P	P
Faculty Senate	Faculty	Michelle Lewellen	P	A	P	P	P	P	A
Fine Arts & Comm.	Faculty	Sergio Teran	P	P	P	P	P	P	P
Health Occupations	Faculty	Ann Voorhies	P	A	P	P	P	P	A
HPEDA	Faculty	Jennifer O'Connor	P	P	P	P	P	P	P
HSS	Faculty	Jaclyn Ronquillo-Adachi	P	P	P	P	P	P	A
Liberal Arts	Faculty	Lee Anne McIlroy	A	A	P	A	A	P	A
Library/LRC	Faculty	Lorraine Gersitz	P	P	P	P	P	P	A
SEM	Faculty	Chace Tydell	P	P	P	P	P	P	P
Technology	Faculty	Chuong Vo	P	P	A	P	P	P	P
IERP	ACCME	Kristi Blackburn	A	P	P	P	A	P	A
SEM	ACCME	Connie Boardman	A	A	P	P	A	A	A
Student Services	ACCME	Terrie Lopez	A	P	P	P	A	P	A
Student Services	Administration	Kim Westby	A	A	A	A	A	P	A
CSEA	Classified	Vacant	A	A	A	A	A	A	A
ASCC	Student	Tania Martin	A	A	A	A	P	P	P

	Summary of Discussion
Meeting Called to Order	SLO Coordinator, Mark Fronke, called the meeting to order at 3:39 P.M.
Approval of Minutes	Quorum not met
Chairs Counsel Presentation	Mark Fronke stated that he urged the Counsel to assess as much as possible, and that the presentation went well.
Year-end report to Faculty Senate	Mark Fronke presented an SLO Committee Memo to be given to the Faculty Senate. It includes an overview, assessment of 2017-2018 goals, and future goals for the committee.
SLO Assessment Performance Reports for 2014-2017 Update	Department, division and college reports have been finalized and posted online.
SLO Extravaganza **1. Survey Results**	Results of the survey showed that the keynote speaker received positive feedback. Respondents generally gave negative feedback to the eLumen Workshop.
Planning for 2018-2019	There was a discussion regarding moving meetings to 3 p.m., and meeting only once per month.
Items from the floor	None
Meeting Adjourned	SLO Coordinator, Mark Fronke, adjourned the meeting at 4:15 P.M.

SLO Committee Minutes

Date: **August 27, 2018**

Time: 3:00 – 4:30 p.m.

Location: SS 141

Division	Role	Name	08/27/2018	09/10/2018	09/24/2018	10/08/2018	10/22/2018	11/26/2018	12/10/2018
Business	SLO Coordinator	Mark Fronke	P						
Counseling	SLO Coordinator		A						
CCFF	Faculty	Pauline Acosta	P						
Counseling	Faculty	Veronica Herrera	P						
Curriculum	Faculty	Carrie Edwards	A						
DSPS	Faculty	Steven La Vigne	P						
Faculty Senate	Faculty	Michelle Lewellen	P						
Fine Arts & Comm.	Faculty	Sergio Teran	P						
Health Occupations	Faculty	Kelli Brooks	A						
HPEDA	Faculty	Jennifer O'Connor	P						
HSS	Faculty	Jaclyn Ronquillo-Adachi	P						
Liberal Arts	Faculty	Lee Anne McIlroy	A						
Library/LRC	Faculty	Lorraine Gersitz	P						
SEM	Faculty	Chace Tydell	P						
Technology	Faculty	Chuong Vo	P						
IERP	ACCME	Kristi Blackburn	P						
SEM	ACCME		A						
Student Services	ACCME	Norma Rodriguez	P						
Student Services	Administration	Kim Westby	P						
CSEA	Classified		A						
ASCC	Student		A						

Two guests were in attendance from IERP: Humberto Solis and Mark Katayama.

	Summary of Discussion
Meeting Called to Order	SLO Coordinator, Mark Fronke, called the meeting to order at 3:06 P.M.
Approval of Minutes	Chase Tydell made a motion to approve the minutes of the April 23, 2018 meeting. Stephen La Vigne seconded. The committee unanimously passed the motion. Norma Rodriquez abstained. Chase Tydell made a motion to approve the minutes of the May 7, 2018 meeting. Stephen La Vigne seconded. The committee unanimously passed the motion. Norma Rodriquez, Kim Westby, Michelle Lewellen, and Lorraine Gersitz abstained.
SLO Process in Accreditation **a. Standard I.B – Assuring Academic Quality and Institutional Effectiveness** **b. Standard II.A – Instructional Programs**	a. Kristi Blackburn informed the committee that the Standard I.B team is reviewing the changes in requests for evidence. She will return to the committee with specific requests for evidence to fulfill the requirements. b. Mark Fronke provided the committee with a document entitled "Accreditation Implications for SLOs," that outlines the requirements of the SLO Committee to provide evidence for each relevant section of Standard II.A. Fronke indicated that section 6 should be evaluated for its relevance to the SLO process on campus. Fronke indicated that section 9 requires an SLO basis for awarding grades, certificates and degrees. He urged members of the committee to discuss this requirement with faculty in their divisions and departments.
Review of Committee Goals for 2018 and 2019	Fronke informed the committee that: • The bridge between eLumen and Canvas is still in the testing environment. • ISLO data from 2014-2017 is available, now discussion about the data needs to occur. • Departments must review CSLO, PSLO and ISLO Mappings and make any necessary revisions.
Schedule of SLO Cycle for 2018-19	Fronke removed the action item from the annual cycle requiring departments to notify SLO Coordinator of the CSLOs to be assessed. The process has evolved into all CSLOs are available for assessment for all classes in all semesters. Departments and/or individual faculty should be encouraged to assess as often as possible.
Review of SLO instructions for Instructional Program Review	Fronke indicated that the document may be outdated. The committee suggested that Fronke draft a new document

(Appendix F)	with a narrative of the SLO cycle including faculty improvement plans and SLO reports (available on the website), and their use in Program Review Plus.
Update on ISLO revision	ISLOs were approved and are active beginning with the Fall 2018 Semester. They are posted on the Cerritos College SLO website.
Report on GESLOs and ISLOs for 2014 - 2017	Fronke presented the reports that were generated from the GESLO and ISLO data from the fall 2014 to spring 2017 semesters. Fronke asked each committee member to review the reports and return to the next meeting with feedback. Fronke stated he would send the reports to Rick Miranda (Academic Affairs), Felipe Lopez (Budget and Planning), Jose Fierro (Coordinating Committee) and April Griffin (Faculty Senate).
2018-19 Workshops Scheduled **a. Tuesday, 10/09, 11:00 am to 12:15, CTX** **b. Tuesday, 11/27, 11:00 am to 12:15, CTX** **c. Friday, 4/5, 8:00 am to 12:30, SLO Extravaganza II**	Announcements made.
Status of eLumen	Rosters are now available for all course sections this semester.
Items from the floor	None
Meeting Adjourned	SLO Coordinator, Mark Fronke, adjourned the meeting at 4:22 P.M.

Cerritos College SLO Committee - SLO Assessment Results - Three Year Comparison
(Fall 2014 to Spring 2017)

Course SLOs

Cerritos College	Semester	Number of Assessments				Percentages		
		Good	Satis.	Emergent	Total	Good	Satis.	Emergent
Adult Education	Spring 2017	1,152	850	680	2,682	43.0%	31.7%	25.4%
	Fall 2016	15	11	4	30	50.0%	36.7%	13.3%
	Spring 2016	95	53	47	195	48.7%	27.2%	24.1%
	Fall 2015	37	52	80	169	21.9%	30.8%	47.3%
	Spring 2015	-	-	-	-	-	-	-
	Fall 2014	62	44	29	135	45.9%	32.6%	21.5%
	Total	1,361	1,010	840	3,211	42.4%	31.5%	26.2%
Business	Spring 2017	9,972	2,819	2,348	15,139	65.9%	18.6%	15.5%
	Fall 2016	16,873	4,485	3,285	24,643	68.5%	18.2%	13.3%
	Spring 2016	955	330	175	1,460	65.4%	22.6%	12.0%
	Fall 2015	10,754	3,202	2,323	16,279	66.1%	19.7%	14.3%
	Spring 2015	8,301	2,991	2,553	13,845	60.0%	21.6%	18.4%
	Fall 2014	23	-	-	23	100.0%	-	-
	Total	46,878	13,827	10,684	71,389	65.7%	19.4%	15.0%
Counseling	Spring 2017	215	110	93	418	51.4%	26.3%	22.2%
	Fall 2016	507	262	156	925	54.8%	28.3%	16.9%
	Spring 2016	-	-	-	-	-	-	-
	Fall 2015	631	461	118	1,210	52.1%	38.1%	9.8%
	Spring 2015	262	208	76	546	48.0%	38.1%	13.9%
	Summer 2014	2,378	474	48	2,900	82.0%	16.3%	1.7%
	Total	3,993	1,515	491	5,999	66.6%	25.3%	8.2%
Disabled Student	Spring 2017	4	5	1	10	40.0%	50.0%	10.0%
Programs and	Fall 2016	63	9	10	82	76.8%	11.0%	12.2%
Services (DSPS)	Spring 2016	-	-	-	-	-	-	-
	Fall 2015	67	20	19	106	63.2%	18.9%	17.9%
	Spring 2015	32	30	-	62	51.6%	48.4%	-
	Summer 2014	-	-	-	-	-	-	-
	Total	166	64	30	260	63.8%	24.6%	11.5%
Fine Arts	Spring 2017	4,723	1,277	419	6,419	73.6%	19.9%	6.5%
	Fall 2016	4,754	2,165	663	7,582	62.7%	28.6%	8.7%
	Spring 2016	359	155	67	581	61.8%	26.7%	11.5%
	Fall 2015	4,037	2,461	1,076	7,574	53.3%	32.5%	14.2%
	Spring 2015	1,229	436	285	1,950	63.0%	22.4%	14.6%
	Fall 2014	756	144	58	958	78.9%	15.0%	6.1%
	Total	15,858	6,638	2,568	25,064	63.3%	26.5%	10.2%

The information provided above was extracted from the Cerritos College eLumen database for the semesters shown. 8/22/2018

Cerritos College SLO Committee - SLO Assessment Results - Three Year Comparison
(Fall 2014 to Spring 2017)

Course SLOs

Cerritos College	Semester	Number of Assessments				Percentages		
		Good	Satis.	Emergent	Total	Good	Satis.	Emergent
Health Occupations	Spring 2017	1,220	287	151	1,658	73.6%	17.3%	9.1%
	Fall 2016	6,838	2,145	1,705	10,688	64.0%	20.1%	16.0%
	Spring 2016	302	91	112	505	59.8%	18.0%	22.2%
	Fall 2015	2,137	624	261	3,022	70.7%	20.6%	8.6%
	Spring 2015	2,348	775	227	3,350	70.1%	23.1%	6.8%
	Fall 2014	540	211	139	890	60.7%	23.7%	15.6%
	Total	13,385	4,133	2,595	20,113	66.5%	20.5%	12.9%
HPEDA	Spring 2017	1,828	804	250	2,882	63.4%	27.9%	8.7%
	Fall 2016	2,777	1,637	282	4,696	59.1%	34.9%	6.0%
	Spring 2016	-	-	-	-	-	-	-
	Fall 2015	6,999	1,913	800	9,712	72.1%	19.7%	8.2%
	Spring 2015	3,691	1,083	342	5,116	72.1%	21.2%	6.7%
	Fall 2014	7	8	-	15	46.7%	53.3%	-
	Total	15,302	5,445	1,674	22,421	68.2%	24.3%	7.5%
Humanities &	Spring 2017	5,460	2,881	1,854	10,195	53.6%	28.3%	18.2%
Social Sciences	Fall 2016	10,229	6,076	3,742	20,047	51.0%	30.3%	18.7%
	Spring 2016	817	491	301	1,609	50.8%	30.5%	18.7%
	Fall 2015	4,949	3,448	2,757	11,154	44.4%	30.9%	24.7%
	Spring 2015	1,350	931	955	3,236	41.7%	28.8%	29.5%
	Fall 2014	2,619	2,121	2,047	6,787	38.6%	31.3%	30.2%
	Total	25,424	15,948	11,656	53,028	47.9%	30.1%	22.0%
Liberal Arts	Spring 2017	7,902	7,055	2,637	17,594	44.9%	40.1%	15.0%
	Fall 2016	11,237	11,970	3,183	26,390	42.6%	45.4%	12.1%
	Spring 2016	1,863	2,007	481	4,351	42.8%	46.1%	11.1%
	Fall 2015	5,233	5,897	1,844	12,974	40.3%	45.5%	14.2%
	Spring 2015	2,926	2,517	737	6,180	47.3%	40.7%	11.9%
	Fall 2014	2,939	3,878	1,354	8,171	36.0%	47.5%	16.6%
	Total	32,100	33,324	10,236	75,660	42.4%	44.0%	13.5%
Library Science	Spring 2017	22	3	-	25	88.0%	12.0%	-
	Fall 2016	490	181	114	785	62.4%	23.1%	14.5%
	Spring 2016	15	5	-	20	75.0%	25.0%	-
	Fall 2015	318	98	50	466	68.2%	21.0%	10.7%
	Spring 2015	-	-	-	-	-	-	-
	Fall 2014	-	-	-	-	-	-	-
	Total	845	287	164	1,296	65.2%	22.1%	12.7%

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Cerritos College SLO Committee - SLO Assessment Results - Three Year Comparison
(Fall 2014 to Spring 2017)

Course SLOs

Cerritos College	Semester	Number of Assessments				Percentages		
		Good	Satis.	Emergent	Total	Good	Satis.	Emergent
SEM	Spring 2017	6,886	5,340	5,138	17,364	39.7%	30.8%	29.6%
	Fall 2016	12,697	9,466	9,495	31,658	40.1%	29.9%	30.0%
	Spring 2016	610	697	724	2,031	30.0%	34.3%	35.6%
	Fall 2015	8,672	5,553	5,267	19,492	44.5%	28.5%	27.0%
	Spring 2015	564	155	305	1,024	55.1%	15.1%	29.8%
	Fall 2014	1,371	573	950	2,894	47.4%	19.8%	32.8%
	Total	30,800	21,784	21,879	74,463	41.4%	29.3%	29.4%
Technology	Spring 2017	5,515	1,576	479	7,570	72.9%	20.8%	6.3%
	Fall 2016	5,699	1,732	543	7,974	71.5%	21.7%	6.8%
	Spring 2016	1,264	559	219	2,042	61.9%	27.4%	10.7%
	Fall 2015	5,526	1,483	385	7,394	74.7%	20.1%	5.2%
	Spring 2015	505	229	48	782	64.6%	29.3%	6.1%
	Fall 2014	700	301	64	1,065	65.7%	28.3%	6.0%
	Total	19,209	5,880	1,738	26,827	71.6%	21.9%	6.5%
Total College	Spring 2017	44,899	23,007	14,050	81,956	54.8%	28.1%	17.1%
	Fall 2016	72,179	40,139	23,182	135,500	53.3%	29.6%	17.1%
	Spring 2016	6,280	4,388	2,126	12,794	49.1%	34.3%	16.6%
	Fall 2015	49,360	25,212	14,980	89,552	55.1%	28.2%	16.7%
	Spring 2015	21,208	9,355	5,528	36,091	58.8%	25.9%	15.3%
	Fall 2014	11,395	7,754	4,689	23,838	47.8%	32.5%	19.7%
	Total	205,321	109,855	64,555	379,731	54.1%	28.9%	17.0%

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Cerritos College SLO Committee - SLO Assessment Results - Three Year Comparison
(Fall 2014 to Spring 2017)

General Education SLOs

Cerritos College	Semester	Number of Assessments				Percentages		
		Good	Satis.	Emergent	Total	Good	Satis.	Emergent
Critical Thinking	Spring 2017	14,032	10,373	6,853	31,073	45.2%	33.4%	22.1%
	Fall 2016	25,551	19,148	11,537	56,236	45.4%	34.0%	20.5%
	Spring 2016	2,123	2,040	1,045	5,208	40.8%	39.2%	20.1%
	Fall 2015	13,678	11,145	7,369	32,192	42.5%	34.6%	22.9%
	Spring 2015	6,277	2,661	2,290	11,228	55.9%	23.7%	20.4%
	Fall 2014	4,033	4,336	2,787	11,156	36.2%	38.9%	25.0%
	Total	65,694	49,703	31,881	147,278	44.6%	33.7%	21.6%
Written and	Spring 2017	10,956	6,181	3,480	20,617	53.1%	30.0%	16.9%
Oral Communication	Fall 2016	21,351	15,095	7,087	44,787	47.7%	33.7%	15.8%
	Spring 2016	2,357	1,964	893	5,214	45.2%	37.7%	17.1%
	Fall 2015	11,316	8,062	4,436	23,814	47.5%	33.9%	18.6%
	Spring 2015	7,380	3,045	2,525	12,831	57.5%	23.7%	19.7%
	Fall 2014	4,160	4,354	2,754	11,268	36.9%	38.6%	24.4%
	Total	57,520	38,701	21,175	117,396	49.0%	33.0%	18.0%
Quantitative Reasoning	Spring 2017	7,750	5,154	4,773	17,677	43.8%	29.2%	27.0%
	Fall 2016	14,273	9,821	8,648	32,742	43.6%	30.0%	26.4%
	Spring 2016	827	729	654	2,210	37.4%	33.0%	29.6%
	Fall 2015	9,512	5,680	5,260	20,452	46.5%	27.8%	25.7%
	Spring 2015	4,510	1,763	1,734	8,007	56.3%	22.0%	21.7%
	Fall 2014	478	419	646	1,543	31.0%	27.2%	41.9%
	Total	37,350	23,566	21,715	82,631	45.2%	28.5%	26.3%
Breadth of Knowledge	Spring 2017	11,914	8,231	4,025	24,170	49.3%	34.1%	16.7%
	Fall 2016	23,117	17,071	8,475	48,663	47.5%	35.1%	17.4%
	Spring 2016	2,129	1,845	769	4,743	44.9%	38.9%	16.2%
	Fall 2015	14,404	10,008	5,356	29,768	48.4%	33.6%	18.0%
	Spring 2015	8,057	3,116	2,522	13,695	58.8%	22.8%	18.4%
	Fall 2014	4,573	4,739	3,134	12,446	36.7%	38.1%	25.2%
	Total	64,194	45,010	24,281	133,485	48.1%	33.7%	18.2%
Report Totals	Spring 2017	44,652	29,939	19,131	93,722	47.6%	31.9%	20.4%
	Fall 2016	84,292	61,135	35,747	181,174	46.5%	33.7%	19.7%
	Spring 2016	7,436	6,578	3,361	17,375	42.8%	37.9%	19.3%
	Fall 2015	48,910	34,895	22,421	106,226	46.0%	32.8%	21.1%
	Spring 2015	26,224	10,585	9,071	45,880	57.2%	23.1%	19.8%
	Fall 2014	13,244	13,848	9,321	36,413	36.4%	38.0%	25.6%
	Total	224,758	156,980	99,052	480,790	46.7%	32.7%	20.6%

The information provided above was extracted from the Cerritos College eLumen database for the semesters shown. 8/22/2018

Cerritos College SLO Committee - SLO Assessment Results - Three Year Comparison
(Fall 2014 to Spring 2017)

Institutional SLOs

Cerritos College	Semester	Number of Assessments				Percentages		
		Good	Satis.	Emergent	Total	Good	Satis.	Emergent
Civic Responsibility	Spring 2017	1,460	883	503	2,846	51.3%	31.0%	17.7%
	Fall 2016	2,400	1,587	607	4,594	52.2%	34.5%	13.2%
	Spring 2016	382	194	94	670	57.0%	29.0%	14.0%
	Fall 2015	1,198	1,068	499	2,765	43.3%	38.6%	18.0%
	Spring 2015	627	188	416	1,231	50.9%	15.3%	33.8%
	Fall 2014	303	322	144	769	39.4%	41.9%	18.7%
	Total	6,370	4,242	2,263	12,875	49.5%	32.9%	17.6%
Global Awareness	Spring 2017	1,033	568	344	1,945	53.1%	29.2%	17.7%
	Fall 2016	2,418	1,552	650	4,620	52.3%	33.6%	14.1%
	Spring 2016	328	107	109	544	60.3%	19.7%	20.0%
	Fall 2015	1,208	765	353	2,326	51.9%	32.9%	15.2%
	Spring 2015	1,344	335	528	2,207	60.9%	15.2%	23.9%
	Fall 2014	292	418	181	891	32.8%	46.9%	20.3%
	Total	6,623	3,745	2,165	12,533	52.8%	29.9%	17.3%
Independent Learner	Spring 2017	142	78	44	264	53.8%	29.5%	16.7%
	Fall 2016	566	251	163	980	57.8%	25.6%	16.6%
	Spring 2016	8	18	7	33	24.2%	54.5%	21.2%
	Fall 2015	612	367	120	1,099	55.7%	33.4%	10.9%
	Spring 2015	224	159	52	435	51.5%	36.6%	12.0%
	Fall 2014	24	1	-	25	96.0%	4.0%	-
	Total	1,576	874	386	2,836	55.6%	30.8%	13.6%
Personal Responsibility	Spring 2017	239	134	92	465	51.4%	28.8%	19.8%
	Fall 2016	943	402	252	1,597	59.0%	25.2%	15.8%
	Spring 2016	56	46	19	121	46.3%	38.0%	15.7%
	Fall 2015	881	507	166	1,554	56.7%	32.6%	10.7%
	Spring 2015	263	182	63	508	51.8%	35.8%	12.4%
	Fall 2014	24	1	-	25	96.0%	4.0%	-
	Total	2,406	1,272	592	4,270	56.3%	29.8%	13.9%
Report Totals	Spring 2017	2,874	1,663	983	5,520	52.1%	30.1%	17.8%
	Fall 2016	6,327	3,792	1,672	11,791	53.7%	32.2%	14.2%
	Spring 2016	774	365	229	1,368	56.6%	26.7%	16.7%
	Fall 2015	3,899	2,707	1,138	7,744	50.3%	35.0%	14.7%
	Spring 2015	2,458	864	1,059	4,381	56.1%	19.7%	24.2%
	Fall 2014	643	742	325	1,710	37.6%	43.4%	19.0%
	Total	16,975	10,133	5,406	32,514	52.2%	31.2%	16.6%

The information provided above was extracted from the Cerritos College eLumen database for the semesters shown. 8/22/2018

Cerritos College Social Media Guidelines

I. Purpose

The following guidelines are provided for all social media platforms purported to represent Cerritos College. All parties engaging in social media in relation to the College should follow the guidelines outlined in this policy.

For the purpose of these guidelines, the Office of Public Affairs is the office of jurisdiction in the management of all social media accounts representing Cerritos College.

Social Media platforms are computer-mediated technology sites, applications, or online services (e.g. Facebook, Twitter, Snapchat, Instagram, etc.) that facilitate the creation and sharing of information, content, ideas, interests, and other forms of expression to virtual communities and networks.

The use of official Cerritos College social media allows users at the College to stay engaged with the campus community—that includes students, faculty, staff, campus stakeholders, as well as the college district residents. Moreover, the use of social media is to help expand communication and connectedness with this community about such things as upcoming college events, news, information related to Cerritos College, or information that may be of interest to the college community.

Information posted on a social media platform belonging to any organization authorized by Cerritos College must comply with the Cerritos College Social Media Guidelines, as well as the "terms of use" of each social media platform, and federal and state regulations.

Cerritos College shall reserve the right to request content be changed or removed from any social media page if it is deemed inappropriate by the Office of Public Affairs.

The College's primary website, **www.cerritos.edu**, remains the official communication of the College for up-to-date content and meeting the high standards of accessibility. Units should always consider posting announcements on their respective website page within the primary website for up-to-date information and use social media to provide a greater reach of information.

II. Guidelines and Requirements

Creating and Maintaining Social Media Platforms

The purpose of this section is to provide for succession planning and continuity of all social media accounts representing Cerritos College in the event that administrators change or leave the campus, and/or becomes inactive in their duties as an administrator. These guidelines also provide an avenue to ensure that records of Cerritos College social media accounts remain current and accurate.

For the purposes of this section, a page administrator is a campus-approved designee of a social media account representing a unit of Cerritos College. Public Affairs retains control of the official Cerritos College social media accounts.

DRAFT

Prior to establishing a social media page, page administrators must secure a department/division/club campus email address from Department of Information Technology (IT). This email must be used to establish a social media presence. Contact IT at **helpdesk@cerritos.edu** to request this email address.

Units and/or student organizations that wish to create, host, or administer a social media account must first complete the Social Media Administration Agreement and submit it for approval to Public Affairs, prior to establishing a social media account. The form can be found at **www.cerritos.edu/web-administrator**. Additionally, all existing accounts established prior to these guidelines must complete a Social Media Administration Agreement to comply with campus policies.

All designated page administrators must comply with the Social Media Guidelines. There must be two (2) page administrators for the initial creation of a social media account through Public Affairs: one primary faculty or staff advisor administrator and one student co-administrator. New and existing administrators shall assume the responsibility of updating the form with the Office of Public Affairs should any changes occur (e.g. change of administrator or co-administrator). Please contact the Office of Public Affairs at **community@cerritos.edu** or in the Public Affairs Building.

Student(s) interested in administering a Cerritos College social media account must be sponsored by a faculty or staff advisor. Advisors must assume the role of primary administrator and student(s) as the co-administrator. At no time shall a student have sole administrative control over a campus-related social media account.

Public Affairs discourages smaller units from setting up social media pages that may be little or seldom used. Units should consider setting up social media sites that represent a larger unit, such as a department, or student organization, as opposed to a smaller unit, such as an individual initiative. Doing so will:

- Consolidate work, time, and web space spent in managing multiple social networking pages in the College
- Encourage faculty, staff, and students to expand their network within the College as well as outside organizations.

The purpose of a social media account is to strengthen and supplement the College's overall communication to its students and stakeholders.

Responsibilities

Page administrators are responsible for the content of their page. Participation in social media using a Cerritos College username is viewed as an official post of the College and directly reflects the institution. Users are responsible for the accuracy of their posts and must ensure that all content (e.g. information about dates, statistics, names, room numbers, addresses and phone numbers) is verified before posting. Content should not conflict with Cerritos College's Board Policies and Administrative Procedures. Employees using social media on behalf of the College must uphold campus anti-discrimination policies.

Cerritos College shall reserve the right to request content be changed or removed from any social media page if it is deemed inappropriate by the Office of Public Affairs.

DRAFT

All social media participants are encouraged to report to the Office of Public Affairs any inappropriate posts or material they discover that may require follow-up by that office to ensure compliance with these guidelines. Public Affairs will actively work with page administrators to address any issues presented by social media participants if it is in the best interest of the institution and its community.

Cerritos College cannot guarantee that inappropriate content will not be posted but will attempt to address issues once discovered and/or reported. Additional information regarding inappropriate content can be found in Section VI Prohibited Content.

Faculty, staff, and students are encouraged to incorporate and use social media as appropriate. Posts that serve to increase student and community engagement and academic freedom and creativity are encouraged to keep campus goals in mind.

Content that Requires Immediate Attention
In the interest of public safety, users who become aware of any social media posts that indicate any potential danger to the safety of the campus community and/or the community-at-large must first alert Campus Police without delay. Posts that portend danger are those that include, but are not limited to, threats against safety or well-being, or threats of violence (e.g. death threats, bomb threats, shooting threats, sexual harassment, bullying, etc.). Additional information regarding inappropriate content can be found in Section VI Prohibited Content.

College Confidentiality and Privacy
Users are prohibited from posting confidential or proprietary information regarding Cerritos College, its students, its alumni, or campus staff and faculty. Administrators should use good ethical judgment and follow the College's Board Policies and Administrative Procedures, and federal requirements, such as Health Insurance Portability and Accountability Act (HIPAA) of 1995, and the Family Education Rights and Privacy Act (FERPA).

Personal Opinions on the College's Social Media Platforms
It is highly recommended that all users who discuss their personal opinions on Cerritos College related content on official Cerritos College social media should clearly state their words are their own and may not represent the position or opinions of Cerritos College.

Social Media Comments
Freedom of expression is fundamental to the use of social media, which includes both positive and negative responses in the comments section on social media accounts. As such, negative and unfavorable comments made by the campus community or the community-at-large that do not breach the guidelines may not need to be deleted from a page. Instead, page administrators are encouraged to respond to controversial comments in a constructive and tactful manner to encourage discussion. Page administrators are discouraged from engaging in contentious dialogue with commenters. If conversations require follow-up from the institution, such as assistance with a program or service, please direct users to contact Office of Public Affairs at **community@cerritos.edu** for further assistance.

Frequency
Participating in social media can be time-consuming. It is recommended that page administrators check pages regularly, and that questions posted are responded to in a timely fashion. Moreover, users are encouraged not to overload followers with updates or posts during a 24-hour cycle. If an account is deemed inactive, which will be determined on a case-by-case

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basis and after conferring with the pages administrator(s), Public Affairs will request the page to be taken down.

III. Accessibility
Cerritos College is committed to ensuring effective access to communications materials for all members of the community, including individuals with disabilities. Accordingly, individuals that maintain social media on behalf of the College should take steps to reduce barriers to access for individuals with disabilities.

Per the capabilities of each social media platform, posting content with screen reader compatibility, captioning, and descriptive tags on images can help reduce barriers to accessing information for individuals with disabilities. Most major social media platforms, including Facebook, YouTube, and Twitter, provide access solutions for individuals with disabilities. This includes application-programming interfaces (API) that enable the ability to create applications that enhance the accessibility of content.

It is important, however, to keep in mind that APIs do not eliminate or resolve all accessibility challenges. For additional or more current resources on improving access to Cerritos College-related social media and websites for individuals with disabilities, please contact Web Administration in the Office of Public Affairs at **(562) 860-2451 x2966**.

IV. Photos and Videos
When posting photos, videos, or other forms of media at public events, selection of these media should be made with sensitivity to quality and the media's impact on the audiences' perception of the College, department, program, or event. Please also consider the privacy of individuals used in the media. Send an e-mail or provide visible (i.e. signage) notification prior to the individuals exposed to the media letting them know you plan to use their presence or likeness.

Videos posted online representing Cerritos College must include closed captioning. YouTube has a free captioning tool that can be used to edit online in the Video Manager section of your video channel. Any other video platforms will also require captioning.

Faculty, staff, and students featured in promotional or marketing videos must complete the Cerritos College Talent Release Form. Complete and submit the form to Cerritos College Media Services website**: www.cerritos.edu/media**.

V. Official Logo
Use of the Cerritos College logo and the college name must be approved by the Office of Public Affairs prior to creating a social media page. Users may request the logo from Public Affairs.

VI. Prohibited Content
Cerritos College's Office of Public Affairs manages and monitors the College's official social media accounts, including **Facebook, Twitter,** and **Instagram**. As additional social media platforms are adopted by the College, Public Affairs will continue its oversight of such properties. If content posted on social media pages managed by departments and programs contain prohibited content, Public Affairs will immediately remove the content. Page administrators are encouraged to contact Public Affairs if materials warrant further consideration.

The following types of content are prohibited from social media accounts representing Cerritos College:

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- Selling or promoting a commercial product or service
- Content unrelated to Cerritos College business
- Spam
- Inappropriate videos, images and/or text depicting and promoting hazing, harassment (including, but not limited to, bullying, cyberbullying, and sexual harassment), pornography, vandalism, stalking, underage drinking, illegal drug use, hate speech or any inappropriate behavior or inappropriate language
- Content that violates state law, federal law, or College policies and codes of conduct
- Promotion of online gambling
- Information--text and/or images--that are obscene or defamatory, or misleading
- Copyrighted material (without permission from the publisher or creator)
- Confidential or private information about the College, employee or student (including but not limited to social security numbers, medical records, etc.)

Public Affairs Contact

For more information regarding social media guidelines, please contact:

Miya A. Walker
Director of College Relations, Public Affairs & Governmental Relations
Office: (562) 860-2451, Ext. 2292
mwalker@cerritos.edu

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Social Media Administration Agreement

Please complete this form and return to the Office of Public Affairs

PRIMARY PAGE ADMINISTRATOR

NAME _____ TITLE _____

DEPARTMENT_____EMAIL_____PHONE_____

CO-PAGE ADMINISTRATOR

NAME _____ TITLE _____

DEPARTMENT_____EMAIL_____PHONE_____

DO YOU HAVE A DIVISION/DEPARTMENT EMAIL WITH AN @CERRITOS.EDU? ○ YES ○ NO

IF NO, PLEASE CONTACT IT DEPARTMENT AT HELPDESK@CERRITOS.EDU TO ESTABLISH ONE.

DIVISION/DEPARTMENT/CLUB EMAIL_____@cerritos.edu_____

NAME OF DIVISION SUPERVISOR _____

DIVISION/DEPARTMENT/CLUB BEING REPRESENTED_____

SOCIAL MEDIA PLATFORM BEING USED ○ Facebook ○ Twitter ○ Instagram ○ YouTube
○ Other _____ *(Select all that apply)*

WILL YOU BE CREATING A NEW ACCOUNT, OR MAINTAINING AN EXISTING ACCOUNT? ○ New ○ Existing

HAS THIS DEPARTMENT, CLUB, ETC., CREATED ANY SOCIAL MEDIA SITES PRIOR TO THIS REQUEST?
○ YES ○ NO
IF YES, WHERE ARE THEY LOCATED? _____

WHAT IS THE PURPOSE OF THE SOCIAL MEDIA SITE?

_____

_____

All social media sites representing Cerritos College must have the signature of the Primary Page Administrator and Co-Page Administrator who will oversee the social media site. All new contact information must be updated with the Office of Public Affairs.

I HAVE READ AND AGREE TO FOLLOW THE CERRITOS COLLEGE SOCIAL MEDIA GUIDELINES

_____	_____	_____
Primary Page Administrator	Signature	Date
_____	_____	_____
Co-Page Administrator	Signature	Date

Approved: _____ Date: _____

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There is an Accreditation requirement that the Board shall review the policies on a regularly scheduled basis to be completed no later than one year prior to the regularly scheduled accreditation site visit. Yesterday, the committee reached consensus to review all board policies and administrative procedures as a group.

The review schedule is as follows:

Chapter		Policies	Procedures	BP/AP Review	Coordinating Committee Meeting	Board Meeting
Chapter 1 Chapter 2	The District Board of Trustees	3 19	0 8	August/ September	September 10, 2018	October 17, 2018
Chapter 2	Board of Trustees (cont.)	22	10	September	October 8, 2018	October 17, 2018
Chapter 3	General Institution	31	34	October	November 5, 2018	November 14, 2018
Chapter 4	Academic Affairs	25	36	November	December 3, 2018	December 12, 2018
Chapter 5	Student Services	31	34	December/January	February 11, 2019	February 20, 2019
Chapter 6	Business Services	19	22	February	March 11, 2019	March 20, 2019
Chapter 7	Human Resources	21	24	March	April 8, 2019	April 17, 2019
Chapters 3 and 7	Pending Policies and Procedures			April	May 6, 2019	May 15, 2019

Please review the following policies and procedures prior to the **September 10 meeting**. The policies and procedures may be viewed online at: http://www.cerritos.edu/board/policies/.

Policy	Title	Responsible	Adopted Date	Last Revised	CCLC Last Revised or Reviewed
BP 1100	The Cerritos College Community District	President	10/17/2007		4/4/2016
BP 1200	Mission	President	10/17/2007	11/4/2013	11/1/2014
BP 1300	Educational Philosophy	President	10/17/2007		
BP 2010	Board Membership	President	12/12/2007	10/24/2012	4/4/2016
BP 2100	Board Elections	President	12/12/2007	10/24/2012	3/31/2012
BP 2105	Student Trustee	President	6/30/2010	10/24/2012	4/28/2014
AP 2105	Student Trustee Election and Responsibilities	President	6/23/2010	10/1/2012	4/28/2014
BP 2110	Vacancies on the Board	President	12/12/2007	10/24/2012	9/1/2001
AP 2110	Vacancies on the Board	President	1/14/2008		11/1/2000
BP 2200	Board Duties and Responsibilities	President	12/12/2007	2/4/2015	11/1/2014
AP 2200	Board Duties and Responsibilities	President	1/14/2008	2/4/2015	
BP 2210	Officers	President	12/12/2007	11/5/2015	11/1/2000
AP 2210	Officers	President	12/12/2007	11/5/2015	
BP 2220	Committees of the Board	President	12/12/2007		8/1/2007
AP 2220	Committees of the Board	President	2/4/2015		
BP 2300	Invocations at Board Meetings	President	12/9/2015		
AP 2300	Invocations at Board Meetings	President	12/9/2015		
BP 2305	Annual Organizational Meeting	President	12/12/2007	7/15/2015	11/1/2000
BP 2310	Regular Meetings of the Board	President	12/12/2007	7/15/2015	1/1/2003
BP 2315	Closed Sessions	President	12/12/2007	2/18/2015	4/28/2014
BP 2320	Special and Emergency Meetings	President	12/12/2007	7/15/2015	2/1/2003
AP 2320	Special and Emergency Meetings	President	1/14/2008	7/15/2015	9/1/2001
BP 2330	Rules of Order	President	12/12/2007	7/15/2015	4/28/2014
BP 2340	Agendas	President	12/12/2007	1/21/2015	4/3/2017
BP 2345	Public Participation at Board Meetings	President	12/12/2007	4/15/2015	4/3/2017
AP 2345	Public Participation at Board Meetings	President	1/14/2008	4/15/2015	11/1/2000
BP 2350	Speakers	President	12/12/2007	4/15/2015	11/1/2000
BP 2355	Decorum	President	12/12/2007	4/15/2015	11/1/2000
BP 2360	Minutes	President	12/12/2007	8/19/2015	9/1/2005
BP 2365	Recording	President	12/12/2007	8/19/2015	9/30/2012

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
October 8, 2018

PRESENT:	Felipe Lopez	ABSENT:	Dr. Jose Fierro
	Rick Miranda		Kim Westby
	Dr. Adriana Flores-Church		Kim Applebury
	Sandy Marks		
	Dr. April Griffin		
	Stephanie Rosenblatt	GUEST(s):	Shawna Baskette
	Armando Soto		Dr. Kristi Blackburn
	Liz Page		Tom Gallivan
	Lynn Laughon		Dr. Elizabeth Miller
	David Ward		Yvette Tafoya
	Kathy Azzam		
	Julie Mun		

I. MEETING CALLED TO ORDER
Mr. Lopez called the meeting to order at 1:02 p.m.

I. PUBLIC COMMENTS
There were no public comments.

II. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Name	**Position**	**Start Date**
Zolita Fisher	Program Facilitator	July 23
Maham Khan	Administrative Clerk III	July 23
Carlos Serna	Operations Manager	October 1

Employment Opportunities	**Closing Date**
Budget Analyst	October 12
Public Affairs Specialist	October 23
Senior Technical Support Specialist (2 positions)	October 23
Lock Systems Specialist	October 29
Custodian	October 30

Information regarding all employment opportunities is posted on the Human Resources webpage.

III. APPROVAL OF MINUTES – September 10, 2018
It was moved by Mr. Soto and seconded by Ms. Marks to approve the September 10 minutes. The vote for approval was 8-0-3; Mr. Lopez, Ms. Page, and Mr. Ward abstained. Ms. Azzam was not present for the vote.

IV. BOARD AGENDA – October 17, 2018
The committee reviewed the draft October 17 board agenda.

V. ITEMS FROM INSTITUTIONAL COMMITTEES

Facilities Planning
EMP Goal E: Upgrading Educational Infrastructure

Mr. Lopez distributed the attached August 21 meeting minutes. He stated that the committee continues to review the status of current construction projects. He shared that the Social Sciences elevator project is close to completion, and that the potential move in date for the Health and Wellness Complex is early January/February 2019. Bids for the Performing Arts Center have been received. Mr. Lopez also stated that the Facilities Master Plan is being updated to align with the Educational Master Plan, and that a working group was appointed to handle the associated day-to-day work. A Campus Visioning Session was held on September 20 for staff to share their experiences on campus, engage using interactive displays, and help shape the vision for the future of Cerritos College.

Planning and Budget
EMP Goal F: Enhancing Organizational Effectiveness

Mr. Lopez distributed the attached September 6 meeting minutes. He stated that the 2018-19 Adopted Budget was approved by the board at its September 5 meeting. The committee recently reviewed the 2018-19 planning calendar and 2017 Scorecard information.

Ms. Laughon requested a copy of the 2018-19 Adopted Budget.

Safety
EMP Goal E: Upgrading Educational Infrastructure

Mr. Gallivan stated that the group is preparing for the annual Great California ShakeOut, which is scheduled for Thursday, October 18 at 10:18 a.m. The committee is also discussing strategies to increase awareness of the Safetysnap online form for reporting campus safety and hazard concerns.

Student Success and Support Programs
EMP Goal A: Strengthening the Culture of Completion

Ms. Baskette and Ms. Tafoya distributed the attached April 4 and October 4 meeting minutes. Ms. Tafoya stated that the committee has taken the initiative to review its goals to identify priorities for 2018-19. They also reviewed goals 2 and 4 from the 2017-19 Integrated Plan. The Counseling department has been reaching out to students to increase awareness of available services. They are currently sending emails and assigning checklists in myCerritos for students who fall under the 20 unit criteria to encourage them to meet with a counselor to develop comprehensive ed plans.

Ms. Baskette stated that the committee reviewed its purposes and will continue to invite groups to discuss student success initiatives and outcomes across campus. The committee also

continues to work on developing a comprehensive guide of student success programs in consultation with the Guided Pathways taskforce.

VI. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

No items.

VII. STATUS OF SHARED GOVERNANCE

Vice President Selection Procedures

EMP Goal F: Enhancing Organizational Effectiveness

Dr. Flores-Church stated that the first draft of the employment selection procedure for vice presidents was reviewed by the DEEOAC in spring 2018. An announcement was shared with all constituent groups and the draft was also reviewed by Faculty Senate in spring 2018. An updated draft was recently reviewed by the DEEOAC and Faculty Senate on August 28, at their respective meetings. Dr. Flores-Church stated that a recent change to the draft includes language stating that a pre-background check will be coordinated by Human Resources prior to scheduling a candidate for an interview.

Mr. Ward requested clarification that reasonable accommodations pursuant to federal and state requirements will be provided for any skills testing. Dr. Griffin stated that it is important that we are consistent in our interpretation of "coordinated" and questioned whether Human Resources will contract a third party to complete the pre-background checks.

It was moved by Dr. Griffin and seconded by Mr. Soto to approve the attached employment selection procedure for vice presidents with the understanding that reasonable accommodations will provided for skills testing, and that Human Resources will use a third party to conduct pre-background checks for the current Vice President of Student Services recruitment and evaluate the process thereafter. The vote for approval was unanimous.

Integrated Program Review, Planning, and Resource Allocation Handbook

EMP Goal F: Enhancing Organizational Effectiveness

Dr. Blackburn stated that the planning and resource allocation process has been developed collaboratively by the Executive Council, Planning and Budget Committee, and Faculty Senate. The handbook was reviewed by Executive Council on November 7, 2017, approved by the Planning and Budget Committee on August 16, 2018, and reviewed by the Faculty Senate on September 11, 2018. The verbiage and diagram has been updated to reflect current processes.

It was moved by Mr. Soto and seconded by Dr. Griffin to receive and file the Integrated Program Review, Planning, and Resource Allocation Handbook as attached. The vote for approval was unanimous. Mr. Lopez stated that the handbook is posted on the Planning and Budget webpage, and Dr. Blackburn stated that it will also be posted on the IERP webpage.

Shared Governance Evaluation Results

EMP Goal F: Enhancing Organizational Effectiveness

The college evaluates its shared governance processes and outcomes to continually improve institutional effectiveness. Dr. Blackburn distributed an overview for the Shared Governance

Evaluation 2016-17 and 2017-18. She stated that both high level and detailed information is provided by committee. Overall, meeting attendance is still a commonly reported obstacle. There were very few recommended changes to the charges of the committees and most of the committees established goals for at least one evaluation year. In order to create a mechanism for assessment, a grading rubric was used to evaluate frequency of meetings, meeting attendance, and posting of agendas and minutes.

Student Equity Committee Purposes and Membership
EMP Goal F: Enhancing Organizational Effectiveness

Mr. Miranda stated that the committee reviewed its shared governance committee structure at its September 12 and September 26 meetings, and voted to correct one of its purposes by replacing the term "Student Equity Plan" with "the triple integrated BSI/3SP/Student Equity Plan." The committee also approved adding the Director of Diversity, Compliance, and Title IX Coordinator and the Program Facilitator of Student Equity, Cross Culture, and Title IX Resources as functional personnel for its membership. Lastly, the committee approved merging the iFALCON faculty representative with the Developmental Educational Coordinator or designee.

The committee discussed the large membership and ex-officio member voting rights. Ms. Laughon requested that the Student Equity Committee consider adding an additional classified representative appointed by CSEA for more equitable representation. Mr. Miranda stated that he would share the recommendation with the committee and report back to the Coordinating Committee.

Administrative Procedure 5530 – Student Rights and Grievances
EMP Goal A: Strengthening the Culture of Completion

Dr. Miller stated that proposed revisions to the procedure were first brought to the Coordinating Committee on January 29, 2018. The proposed updates include adding deadlines for Step II of the grade grievance process. The updated language states that the student must meet with the Student Conduct and Grievance Coordinator within 10 instructional days of submitting the form, and must present a copy of the Grade Grievance Form to the applicable division dean within 10 instructional days of obtaining the signature from the Student Conduct and Grievance Coordinator. Ms. Miller stated that the deadlines are missing from the current procedure, and the goal is to ensure forms are submitted in a timely manner. Language was also added to state that any times specified in the procedures may be shortened or lengthened if there is mutual concurrence by all parties. She stated that the proposed language was vetted through the Student Life Committee.

It was moved by Mr. Ward and seconded by Dr. Griffin to approve the proposed revisions to AP 5530 – Student Rights and Grievances as attached. The vote for approval was unanimous. Ms. Azzam was not present for the vote.

Board Policy Review – Chapter 2
EMP Goal F: Enhancing Organizational Effectiveness

Mr. Lopez stated that the committee was asked to review the following policies and procedures prior to the meeting, and to be ready for discussion.

BP 2410	Policy and Administrative Procedure
AP 2410	Policy and Administrative Procedure
BP 2430	Delegation of Authority to President/Superintendent
AP 2430	Delegation of Authority to President/Superintendent
BP 2431	President/Superintendent Selection
BP 2432	President/Superintendent Succession
BP 2435	Evaluation of President/Superintendent
AP 2435	Evaluation of President/Superintendent
BP 2510	Participation in Local Decision-Making
AP 2510	Participation in Local Decision-Making
BP 2550	Authority and Relationship of Board and District Negotiations Teams with Exclusive Bargaining Rights
BP 2610	Presentation of Initial Collective Bargaining Proposals
AP 2610	Presentation of Initial Collective Bargaining Proposals
BP 2710	Conflict of Interest
AP 2710	Conflict of Interest
BP 2712	Conflict of Interest Code
AP 2714	Distribution of Tickets or Passes
BP 2715	Code of Ethics/Standards of Practice
BP 2716	Political Activity
BP 2717	Personal Use of Public Resources
BP 2720	Communications Among Board Members
BP 2725	Board Member Compensation
BP 2730	Board Member Health Benefits
BP 2735	Board Member Travel
AP 2735	Board Member Travel
BP 2740	Board Education
BP 2745	Board Self-Evaluation and Goals
AP 2745	Board Self-Evaluation and Goals
BP 2750	Board Member Absence from the State
BP 2800	Student Success Funds from Vintage Cerritos
BP 2900	Naming of Facilities
AP 2900	Naming of Facilities

Mr. Soto requested further review of the list of designated officials and employees who are required to submit a statement of economic interests within Board Policy 2712 – Conflict of Interest Code.

VIII. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Griffin stated that the college is required to establish a procedure regarding how we determine and calculate credit hours. She distributed a copy of a draft and stated that the Faculty Senate will be reviewing the draft at its October 9 meeting, and requested that this item be added to the October 22 Coordinating Committee agenda. Ms. Marks requested that the draft be reviewed at a Deans meeting.

Dr. Griffin stated that the campus climate survey will open October 5 and close on November 19.

Dr. Flores-Church reminded the committee that Falcon Day is scheduled for Friday, November 2, and stated that a detailed announcement and registration link will be emailed to the campus.

IX. PRESIDENT'S REPORT

No report.

ADJOURNMENT

Meeting adjourned at 2:40 p.m.

Approved 09/18/18

COLLEGE COMMITTEE ON FACILITIES PLANNING
MEETING MINUTES
AUGUST 21, 2018

PRESENT:	Felipe Lopez	ABSENT:	Dr. Kristi Blackburn
	David Moore		Lucy Self
	Shawna Baskette		
	Patrick O'Donnell		
	Ilva Mariani		
	Tim Kyllingstad		
	Linda Kaufman		
		GUEST(S):	

1. **CALL TO ORDER**
   Mr. Lopez called the meeting to order at 11:11 a.m.

2. **APPROVAL OF THE APRIL 17, 2018 MEETING MINUTES**
   It was moved by Mr. O'Donnell and seconded by Ms. Baskette to approve the April 17, 2018 meeting minutes. The minutes were approved as presented.

3. **CONSTRUCTION STATUS REPORT/GO BOND UPDATE**

   Health and Wellness Complex
   This project continues to progress. It is hoped that occupancy will take place late December/January, will know more as the building progresses. Phase I expected to be completed this winter; Phase II is anticipated to be completed in 2020.

   Shade Structures
   The shade structures are installed except for the panel attachment. DSA is now asking for a wind test only (no seismic). Once that criterion is approved and it passes the testing, the panels will be installed.

   Chilled Water Infrastructure
   The chilled water expansion piping is complete. This project is almost complete with except for some punch list items.

   Blue Light Emergency Phones
   The plan originally called for 21 phones. The last three phones are being installed in Lot 10, and this project will be complete. As a campus standard, blue light phones will be added as part of the new design criteria for new construction buildings/projects such as near the new external Social Sciences elevator, Aquatics area, and Health and Wellness.

Energy Management System Upgrade
This project includes new individual building gas meters, electric meters, chilled water differential pressure switches, and building management master controls. This project is almost complete except for some punch list items.

Upcoming New Buildings/Construction

Field House
A meeting was held with the architects to redesign the field house project. A meeting will be scheduled with HPEDA to come up with a plan to move forward.

Performing Arts Center (PAC)
This project is out to bid with a bid closing date of September 20. It is anticipated to take the final bid to the Board for approval in November. If approved, construction would begin in December. It was noted that construction costs have risen significantly in the last 24 months.

Social Sciences Elevator
This project is has had continual delays, and it is hoped to be completed by the end of fall semester.

Fiber Infrastructure Project
This project continues to move forward.

Programming/Planning
The RFP for the new Admin/Student Services Building is being finalized. This RFP is to select a single architect to provide services for the new Admin/Student Services Building.

4. FACILITIES MASTER PLAN UPDATE

Mr. Lopez noted that the college completed the update of the Educational Master Plan in 2017, and it is time to update both the Facilities Master Plan and Technology Plan so that they can be integrated into the Educational Master Plan. Mr. Lopez distributed a Facilities Master Plan handout that highlighted the planning process, draft timeline and levels of participation from both the campus and community. He noted that the next step would be to establish a subcommittee under the Facilities Planning Committee. This subcommittee would be a shared governance subcommittee that would be a working group to handle the day-to-day work associated with the updating the master plan. Mr. Lopez requested to send via email the proposed structure of the Facilities Master Plan Subcommittee, and once approved, he will forward to the appropriate shared governance committee groups for representation. The committee agreed.

Approved 09/18/18

5. **NEXT MEETING DATE – SEPTEMBER 18, 2018**
   The next meeting date is scheduled for September 18, 2018.

6. **OTHER ITEMS FROM THE FLOOR**
   There were no items from the floor.

7. **ADJOURNMENT**
   The meeting adjourned at 12:07 p.m.

Approved 09/20/18

CERRITOS COLLEGE
COLLEGE COMMITTEE ON PLANNING AND BUDGET
MEETING MINUTES
SEPTEMBER 6, 2018

Present:	Felipe Lopez	Patrick O'Donnell
	Kim Westby	Angela Conley
	Dr. Kristi Blackburn	Adelle Krayer
	Dr. April Griffin	Deb Moore
	Rachel Mason	Stephanie Rosenblatt
	Stephanie Murguia	Etta Walton
	Graciela Vasquez	Linda Kaufman
		Tina Vejar
Absent:	Dr. Adriana Flores-Church	Martin Salgado
	Rick Miranda	Lynn Laughon
	Michelle Lewellen	David Ward

1. CALL TO ORDER

Mr. Lopez called the meeting to order at 2:09 p.m.

2. APPROVAL OF MINUTES – August 16, 2018

It was moved by Ms. Westby and seconded by Ms. Moore to approve the August 16, 2018 minutes. The minutes were approved as presented.

3. BUDGET UPDATE

Mr. Lopez stated that the Board at their September 5, 2018 meeting approved the 2018-19 Adopted Budget.

Mr. Lopez noted that the Facilities Master Plan is in the process of being updated. The college will be hosting a Campus Visioning Session on Thursday, September 20 in front of the LRC. It is an open session and he encouraged all staff to stop by anytime between 11:00 a.m. and 6:00 p.m. to take part in the interactive process.

4. SHARED GOVERANCE EVALUATION DOCUMENT REVIEW

Dr. Blackburn distributed the shared governance self-evaluation document for the years 2016-17 and 2017-18. This document provides an executive summary, evaluation rubrics of meeting frequency, attendance criteria, and agendas/minutes critique, and the college's shared governance 2018-19 goals. This document will be brought forward to the Coordinating Committee on October 8, 2018.

The committee reviewed the document and provided the following feedback:

- It was noted that Planning and Budget completed their 2016-17 self-evaluation, and the document does not reflect this information. Dr. Blackburn will follow up.
- It was asked if there was a mechanism, besides the self-evaluation, to indicate whether a committee is active or inactive. It was noted that the Coordinating Committee is the committee in charge of the shared government document and this topic should be brought forward to the Coordinating Committee.

5. STUDENT SUCCESS SCORECARD PRESENTATION

Dr. Blackburn distributed the Student Success Scorecard 2017 and Fact Book Overview. She noted that this is the last year of the scorecard as the State is moving in a different direction. The document covers the following:

- Information on the Cerritos College Institutional Effectiveness, Research, and Planning website that stores our institutional data sets
- Outcome Measures Reported are:
  - Completion
  - Persistence
  - 30 Units
  - Remedial Education Progression
  - Career Technical Education
  - Career Development and College Preparation (Non-Credit)
  - Skill Builders
  - Transfer Level Achievement

6. STRATEGIC PLAN YEAR ONE UPDATE

Dr. Blackburn distributed the Strategic Plan Year One Update. She provided this document as an update and asked the committee to review the document and provide feedback and/or updates as needed.

7. 2018-19 ACADEMIC YEAR PLANNING CALENDAR UPDATE

Dr. Blackburn distributed the latest draft of the Academic Year Planning Calendar. She noted that another draft would be provided to the committee at the September 20 meeting that will include the hiring prioritization dates. This document will be on both the Research and Planning and Planning and Budget website. She encouraged all committee members to review and share the document.

Ms. Mason inquired as to when department chairs can update their goals, as the unit plan "roll forward" date is November 30. Discussion ensued regarding the timeline on updating unit plans and Dr. Blackburn offered to attend a department meeting to assist chairs with this task. Ms. Mason will work with Dr. Blackburn to coordinate a meeting.

8. OTHER ITEMS FROM THE FLOOR

Ms. Krayer inquired as to when the college would know the Faculty Obligation Number (FON) for 2019-20. Mr. Lopez replied the adopted budget has a FON of 285, and due to the recent retirements, the college is currently at 272. Assuming the college maintains

the current FTES, it is anticipated the college would hire approximately 10-11 faculty. He will provide additional FON information at a future meeting.

9. NEXT MEETING – SEPTEMBER 20, 2018

The next meeting is scheduled for September 20, 2018.

10. ADJOURNMENT

The meeting was adjourned at 3:13 p.m.

Student Success and Support Committee Meeting
Minutes
Wednesday, April 4th, 2018

Handouts

1. Cerritos College Foster & Kinship Care Education Packet English/Spanish
2. Re-Entry Resource Program
3. Cerritos College Shared Governance Committee Self Evaluation 2017-2018
4. National Foster Care Month
5. Children Are the Future

Agenda Topics	
❖ **LINC** o LINC Presentation regarding resources and program	Linda Ramos
❖ **Foster & Kinship Care Education** ▪ Foster & Kinship Care Education Presentation regarding resources and program ▪ Please refer to handout number 1,4,and 5	DeAnn Quesada
o **Re-Entry** o Re-Entry Presentation regarding resources and program o Please refer to handout number 2	Terrie Lopez
o **SSSP Weekly Reports** o Since February 2018 we have been collecting data from the following departments that house counselors(Ex: General Counseling, DSPS, EOPS, CalWORKs, Financial Aid, Transfer Center and Career Center) o The department submit their data to Nayeli and she compiles a report that is shared weekly across campus. o These reports include data with the following SSSP elements: SS06,SS07,SS08,SS09,SS10,SS11	Renée/Nayeli
o **Shared Governance Form** o Please review the Cerritos College Shared Governance Committee Self Evaluation 2017-2018	Renée/Shawna
Items from the floor	

Student Success and Support Committee Meeting
Minutes
Thursday, October 4th, 2018

Attendees:

Shawna Baskette, Nayeli Duenas, Blanca Gamez, Yvette Juarez, Jennifer Palma, Yvette Tafoya, Graciela Vasquez, Rose Vasquez

Handouts

1. College Committee on Student Success and Support Programs
2. Integration of SSSP, BSI, and Student Equity Plan

Agenda Topics	
❖ **Introduction of members**	All
○ **Committee Purpose and Goals** ○ Please refer to handout number 1 Goals: What we would like to accomplish at this committee?	Shawna/Yvette
○ **Integrated Plan** ○ There are 5 goals within the Integrated Plan ○ Please refer to handout number 2 ○ Goal number 2 really pertinent to this committee ▪ By June 2019. Ensure that 75% of student's ion the general population who have reached 15 applicable units have a comprehensive Student Education Plan (CSEP). ○ 1. Under SSSP – Counseling is reaching out to students who reached 20 units within Spring 2018 and Summer 2018. We have around 1500 student who fall under this criteria. ○ 2. Under SSSP – The Counseling department is currently sending out emails and also placing a checklist on the students MyCerritos account to advise them to meet with a counselor to create a comprehensive ed plan. On September 21st we sent around 228 emails to student who fall under the 20 unit criteria with a Business major. ○ 3. Under SSSP- this was discussed during Dev Ed and we are looking into creating a video. ○ 4. Under SSSP- We collaborated with ASCC and created the It's time to meet with a counselor campaign. Student leaders went to classes did a small 3-5 presentation regarding the different resources the Counseling department offers. We also placed students into an opportunity drawing for 5 JBL speakers if they completed a comprehensive ed plan. ○ 5. Under SSSP- yes, we are have. We have workshops if a student is unsure about a major such as "how committed are you to your major". ○ 6. Under SSSP – Yes, we have identify these students and the Career Center is providing resources. ○ 7. Under SSSP - Yes, we have identify these students and the Career Center is providing resources.	Shawna/Yvette

○ 8. Under SSSP – Regarding COUN 200 we are not sure what it was last year but Yvette will follow up. Comments: - Should we include AB 705 in goal number 2 or somewhere else in the plan? Maybe in goal 1. We have updated the Future Student handout to inform students of our new assessment process. - Are we still collecting data from our SSSP elements? Could we create a meeting with IT to see how these elements are still being reported for credit and non-credit?	
○ **Guided Pathways** ○ Bring this back to the next meeting	Shawna/Yvette
Items from the floor	

CERRITOS COMMUNITY COLLEGE DISTRICT

VICE PRESIDENT
EMPLOYMENT SELECTION PROCEDURES

The purpose of the District's employment selection procedures is to ensure a fair and equitable process by which all qualified candidates can be considered and given the opportunity to compete for employment with the District. The recruitment and selection process involves the efforts of all the members of the campus community. Each member plays an important role in selecting a qualified candidate to recommend to the Board of Trustees.

1. EMPLOYMENT REQUEST

1.1 Initiate Employment Request Form

The President/Superintendent initiates an Employment Request Form. Employment Request Forms are four-part forms that may be obtained in the District's Human Resources Office.

1.2 Signatures Required

The Employment Request Form must be signed by:

- The President/Superintendent
- The Business Services Budget Department which supplies a position control number indicating that funds are available and authorized in the District's budget to support the position.
- Human Resources which authorizes posting the position and initiating the employment selection process.

1.3 Draft Job Announcement

After receipt of all authorizing signatures, Human Resources will draft a job announcement and submit to the President/Superintendent or designee for review.

1.4 Profile Statement

A profile statement will include the major functions of the Vice Presidential position. A profile statement may include current initiatives or programs which the position will oversee and any other information that may attract qualified candidates. The President/Superintendent or designee will draft the profile statement in order to assist in recruiting candidates.

The job announcement requires a statement which "includes sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students." (Title 5, § 53022)

2. JOB ANNOUNCEMENTS

2.1 Review of Draft Job Announcement

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The draft job announcement will be sent to the Faculty Senate, Classified, Confidential, and Management leadership for review. This review will not exceed five business days. After review, the draft job announcement will be sent to the President/Superintendent, the Director of Diversity, Compliance, and Title IX Coordinator, and the Vice President of Human Resources or designee for approval.

2.2 Final Job Announcement

Human Resources will prepare and publish the final job announcement for a position based on the profile statement, the State-mandated minimum requirements for the position and the Board-approved requirements for the position. Job announcements will include pertinent information such as salary, benefits, closing date, and application procedures. In addition, the job announcement will include statements about our institution's values regarding equity, diversity, and inclusion.

2.3 Qualifications in Job Announcement

Job announcements will include the Board-approved qualifications for the position and any preferred qualifications for the position. Preferred qualifications may be developed by the President/Superintendent.

3. TEMPORARY ASSIGNMENTS AND ITS RECRUITMENT

3.1 Acting and Interim Assignments:

When a Vice President is on extended leave or until the District completes recruitment for the vacant position, the President/Superintendent may:

- Appoint a current manager who meets the minimum qualifications to serve as an Acting Vice President; the assignment shall be approved by the Board of Trustees and will not exceed two years in duration.

OR

- Enter into a professional contract with an individual, not currently employed by the District, who meets the minimum qualifications for the position; the Interim assignment will be approved by the Board of Trustees and will not exceed two years in duration.

3.2 Acting and Interim Recruitment

The District may conduct an internal or external recruitment for an interim Vice President when a Vice President is on extended leave or until the District completes recruitment for the vacant position.

For internal recruitments, an announcement will be made via the Daily Falcon and posted on the Human Resources webpage. The recruitment period for the Acting Vice President will last at least fourteen (14) business days after the date of the electronic publication date in the Daily Falcon. The President/Superintendent will review the

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application materials, select candidates for interview, and conduct interviews. The appointment will be approved by the Board of Trustees and will not exceed two years in duration.

For external recruitments, the President/Superintendent may hire a consulting firm to fill the Interim Vice President position.

An acting or interim Vice President interested in the position on a permanent basis must apply for the position when it opens for recruitment.

4. RECRUITMENT FOR REGULAR POSITIONS

The District will conduct external recruitments for permanent Vice President positions to attract qualified applicants. The District will, conduct a nationwide search.

4.1 Minimum Recruitment Efforts

The District's recruitment efforts will, at a minimum, include:

- Listing the management job announcement on the District's website and posting the job announcement in Human Resources.
- Posting the job announcement in California Community Colleges Registry.
- Posting the job announcement at CalJobs through the State Employment Development Department.
- Mailing or emailing the job announcements to those agencies/persons on the list established pursuant to the District's EEO Plan.

4.2 Additional Recruitment Efforts

A consulting firm may be selected to assist in the recruitment process for Vice President positions. All targeted recruitment efforts will be approved by the Vice President of Human Resources or designee and the Director of Diversity, Compliance, and Title IX Coordinator.

4.3 Length of Recruitment

All Vice President positions will be open for recruitment on the day that the job announcement is placed on the Human Resources webpage. The recruitment will remain open to accept applications for a minimum of six (6) weeks.

5. PROHIBITIONS TO SERVING ON A SELECTION COMMITTEE

5.1 Family Relation

An individual is not eligible to serve on a Selection Committee if he/she is related to an applicant for the position. For the purposes of this procedure a relative includes: father, mother, brother, sister, spouse, domestic partner, child, grandchild, stepparent,

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stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, aunt, uncle, cousin, niece, nephew, foster child of the individual or any person living in the individual's immediate household

5.2 Personal Relationship

An individual is not eligible to serve on a Selection Committee if he/she has a personal relationship with an applicant for the position. A personal relationship is not a working relationship. A personal relationship is one in which the nexus of the relationship is not professional, (i.e. personal friends, neighbors, someone the individual dates.)

5.3 Conflict of Interest

An individual is not eligible to serve on a Selection Committee if that individual shares or has shared a financial interest, an income or a property interest with an applicant for the position.

6. SELECTION COMMITTEE COMPOSITION

6.1 Prior to the assignment of members to the Selection Committee, the President/Superintendent and Human Resources will establish a timeline (specific dates/deadlines) for the screening process and interview process. Constituent groups shall ensure that their representatives are available during the established timeline before nominating them to the committee.

6.2 Members of a Vice President of Business Services and Vice President of Human Resources Selection Committee

- A Vice President appointed by the President
- Two (2) ACCME managers appointed by ACCME
- Two (2) classified representatives appointed by CSEA
- One (1) confidential representative appointed by its leadership
- Two (2) full-time faculty representatives appointed by the Faculty Senate
- One (1) student representative appointed by ASCC.

6.3 Members of Vice President of Academic Affairs and Vice President of Student Services Selection Committee

- A Vice President appointed by the President
- Three (3) ACCME managers appointed by ACCME
- Four (4) full-time faculty representatives appointed by the Faculty Senate.
- One (1) classified representative appointed by CSEA
- One (1) confidential representative appointed by its leadership
- One (1) student representative appointed by ASCC.

6.4 Non-Voting Members

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The District permits the Selection Committee to include non-voting representatives on the Committee. The Selection Committee may find it beneficial to solicit the input of a person with special knowledge and expertise by inviting that person to join the Committee in a non-voting capacity (e.g. a Vice President from another community college with specialized knowledge and experience in the field of the recruitment).

Non-voting members will be invited to serve on the Committee in a limited capacity. The non-voting member will not screen the applications and will not select candidates for interview. However, the non-voting member will review the files of the candidates chosen by the Selection Committee for interview; will participate in the interviews; and will provide input to the Committee on the recommendation of finalist candidates.

6.5 Selection Process Monitor

Every Selection Committee will have a Process Monitor who has been appropriately trained to fill this role as described in the District's EEO Plan. The Process Monitor for Vice President positions will be appointed by Human Resources.

The primary responsibility of the Process Monitor is to ensure that District procedures are followed in the selection process. The Process Monitor will serve as a resource to the Selection Committee to answer questions and act as the timekeeper for the Committee. After the Selection Committee recommends finalist candidates, the Process Monitor will sign a statement indicating that, to the best of the Monitor's knowledge, the Committee followed the District's employment selection procedures in making the finalist candidate recommendation.

7. ELECTION AND DUTIES OF COMMITTEE CHAIR

7.1 Election of Selection Committee Chair

By simple majority vote, the Selection Committee may elect one (1) voting member to serve as the Selection Committee Chair.

7.2 Duties of the Selection Committee Chair

The Selection Committee Chair will lead the activities of the Selection Committee including:

- Coordinating/communicating with Human Resources at all stages of the selection process.
- Bringing selection committee files to the committee meetings.
- Leading discussions on the development of the screening tool, interview questions and any skills testing.
- Leading discussions on candidate qualifications in the selection of candidates for interviews.
- Greeting each candidate at interview, describing the interview process to the

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candidate, including the time allotted for the interview and any specific exercises and/or skills tests during the interview process; and facilitating the introductions of the Committee members.

- Maintaining the committee's professionalism and ensuring all candidates are treated with respect.
- Asking the first and the last question in the interview process.
- Leading discussions of candidate qualifications final interview.
- Taking careful notes of what the Committee members determined were the strengths and weaknesses of each finalist candidate.

The Selection Committee Chair will make every effort to ensure that the considerations of all Committee members are heard and considered. The Selection Committee Chair will ask each Committee member for input in Committee discussions and will conduct voting procedures if decisions are not made by consensus.

The Selection Committee Chair will participate as a member of the Finalist Interview Committee. The Finalist Interview Committee is not a voting body but rather an advisory committee to the President/Superintendent in making a recommendation to the Board of Trustees.

The Selection Committee Chair's duty is to participate in the final interviews and to provide the President/Superintendent with the findings of the Selection Committee as to each candidate's strengths and weaknesses using the notes taken at the discussion with the Selection Committee and other relevant materials from the interview process.

8. CONFIDENTIALITY AND RECORD-KEEPING

During the Selection Committee process, all members of the Selection and Finalist Interview Committees serve as agents of the Board of Trustees in reading applications, interviewing candidates, participating in deliberations and making recommendations of candidates. Two of the most important functions which Committee members perform are maintaining the confidentiality of the process and producing accurate and reliable records of the process.

8.2 Confidentiality

Each Committee member must agree to maintain the confidentiality of the selection process in order to be eligible to serve in a selection process. The information which should be treated with confidentiality includes, but is not limited to:

- Names of applicants;
- Interview questions, the screening tool, and any skills testing or exercises.
- Information contained in applications, including the District application forms, candidates' résumés, candidates' letters of application, candidates' transcripts, and letters of recommendation, if any.
- Information about candidates' performance in interviews and/or skills testing or exercises.

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- Deliberations, scoring and/or comments of Selection Committee members in the Selection Committee process.

The guarantee of confidentiality ensures that candidates may apply for positions at the District and that the information supplied to the District will not be shared. This encourages candidates to be forthcoming in their applications and to feel safe in having open, honest and frank discussions with the Selection Committee. The guarantee of confidentiality also provides a secure environment for the Selection Committee to have thorough discussions about candidates' qualifications and about how the candidates meet the needs of the department, division or area.

In order to further ensure confidentiality, all application materials will be retained in Human Resources unless removed to the location at which the Selection Committee is meeting to discuss the applications. All screening tools, interview questions and skills testing or exercises will be maintained in Human Resources. Each Selection Committee member will have a file and any notes or scores will be maintained in that file in Human Resources.

8.3 Record-keeping

The District will retain all records required by Title 5 regarding recruitment and hiring. All of the materials submitted by candidates in a selection process become records of the District. Selection Committee members should not mark up, correct or in any way alter the records which the candidates submit.

All of the materials developed by the Selection Committee are the District's records. This includes notes on the development of the screening tool, interview questions, skills testing and/or exercises, notes about candidates' qualifications or responses to interview questions, scores, and spreadsheets. Selection Committee members are encouraged to take notes which indicate the strengths and weaknesses of each candidate for the District's records. Selection Committee members are the District's record-keepers.

All materials submitted by the candidates and produced by the Selection Committee members are deemed to be Class 3 District records and will be maintained for a period of at least three (3) years pursuant to state law and regulations.

9. SELECTION COMMITTEE TRAINING

All individuals who participate on a Selection Committee, whether or not they are voting members, will complete and maintain currency in Selection Committee Training. All Selection Committees will have a Selection Process Monitor who has completed Selection Process Monitor Training.

9.1 Selection Committee Training

All individuals who participate on a Selection Committee will receive appropriate

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training on the District's selection procedures and requirements of Title 5 and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Faculty and Staff Diversity Officer will ensure that the training addresses the requirements of Title 5 and best practices for Selection Committee members.

All Selection Committee members must complete Selection Committee Training. After the initial training session, members must complete an online or in-person training session at least once every two (2) years prior to service. Selection Committee Training workshops will be offered through the Staff Development Department by Human Resources.

It is the responsibility of the Selection Process Monitor and Human Resources to ensure that all Selection Committee members have current training.

An in-person Selection Committee Training will be offered a minimum of four (4) times per calendar year. Online Selection Committee Training will be available year-round. It is each member's responsibility to complete a training session in order to participate on a Selection Committee. A member may not be appointed to a Selection Committee until the training is completed.

9.2 Selection Process Monitor Training

Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the Committee.

It is the responsibility of the Selection Process Monitor to certify that all Selection Committee members, as required, follow District procedures and federal and state laws during the selection process. In addition, the Selection Process Monitor will act as a resource for selection procedures and as a liaison with Human Resources during the process and will ensure that necessary forms and paperwork are completed in the process.

The Selection Process Monitor will complete online or in person training at least once every two (2) years to remain current in the laws and procedures of the District with regard to selection and employment.

Selection Process Monitor Training is offered through the Staff Development Department by Human Resources. Selection Process Monitor Training will be offered in person a minimum of two (2) times per calendar year and will be available year-round online.

10. MEETINGS OF THE SELECTION COMMITTEE

10.1 Selection Committee Meetings

Meetings of the Selection Committee must be scheduled when all Committee

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members are able to attend. The Selection Committee will not meet when one (1) or more voting members are not present. The Committee cannot meet unless the Process Monitor is present at the meeting. The Committee may meet when a non-voting member is not present.

10.2 Emergencies

Situations may occur which cannot be foreseen or controlled. If a Committee member fails to complete the screening prior to the meeting to select candidates for interview, the Committee must reschedule that meeting. If a Selection Committee member has completed screening and is unable to attend the meeting to select candidates for interview, the Committee will first try to reschedule the meeting. If the absent Committee member will not be available for a prolonged period of time, e.g. more than a week, the Committee may:

- Allow Human Resources to contact the constituent group of the absent member to appoint an alternate member to the Committee. The Committee will then meet when the alternate member has completed screening; or
- If time does not permit, the absent Committee member's scoring sheets will be shredded and the Committee will select candidates for interview with the Committee members who are present.

If a Selection Committee member is unable to attend interviews once the candidates are selected, the Committee may:

- Allow Human Resources to contact the constituent group of the absent member to appoint an alternate member to the Committee. The alternate Committee member must read the files of the candidates who were selected to interview and may participate in the interview process; or
- If time does not permit, the Committee will conduct interviews with the Committee members who are present.
- If a committee member attends one (1) or more interviews but is unable to attend all interviews, the absent committee member will not continue to participate in the interview process or in the selection of the finalist candidates. The absent committee member's scoring sheets and notes will be shredded. The Committee will select finalist candidates with only the committee members who are present for all interviews.

10.3 First Meeting of the Selection Committee

The first meeting or meetings of the Selection Committee should be scheduled prior to the closing date of the recruitment. At the first meeting or meetings, the Committee members will:

- Ensure that all members have Selection Committee training.
- Elect a Chair of the Committee.

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- Develop a screening tool.
- Develop interview questions and any skills testing.
- Calendar the dates on which the Committee will meet to select interview candidates and the dates on which interviews will be conducted.

If the selection process is managed by an outside recruitment/selection firm, the content of the first meeting may vary. The candidate files will not be released to the Selection Committee for screening until these tasks are completed. All notes of the Selection Committee will be retained in files in Human Resources. Human Resources will provide screening tools, interview questions, skills testing tools, and other relevant materials from previous selection committees to the current Selection Committee.

The Selection Committee may use these materials to assist in the development of screening tools, interview questions, skills testing tools, and other evaluative materials relevant to the current recruitment.

10.4 Subsequent Meetings of the Selection Committee

Selection Committee members will meet as a Committee to select candidates for interview and to conduct candidate interviews. Selection Committee members should be mindful in selecting a site for candidate interviews that the site should make the candidate comfortable and will represent the campus to the candidates. Human Resources will contact candidates to schedule interviews.

11. CANDIDATE ASSESSMENT BY THE SELECTION COMMITTEE

11.1 First Meeting

The Selection Committee, at its first meeting, will design the selection process which it intends to use. The Selection Committee may designate a subcommittee to review minimum qualifications for education and experience.

The Selection Committee may use various means to assess each candidate's education, experience, knowledge, skills and abilities. The Selection Committee may include, but is not limited to, traditional paper and pencil tests, performance tests of physical, educational, and work experience requirements, interviews/oral examinations, and screening/review of application forms.

Human Resources will inform the Selection Committee about the number of completed applications received at the time of the first meeting. If a pool is small, the Selection Committee may determine that it will interview all candidates who meet minimum qualifications for education and experience. However, in most cases, a screening tool is advised to evaluate the applicants' qualifications based on their application materials.

11.2 Knowledge/Skills/Abilities Testing

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The Selection Committee may test a candidate's knowledge, skills, and abilities. This may include, but is not limited to, demonstrations, presentations, writing and/or speaking exercises, and role playing exercises.

This test shall be in compliance with Title 5, § 53024 (a)(2). The District recommends that this testing is accomplished by including an instrument pertaining to diversity understanding and awareness.

The Selection Committee may determine the order in which it chooses to conduct testing. As an example, skills exercises, such as a PowerPoint presentation, may be administered before, during or after the interview/oral examination. The Selection Committee can choose to have candidates receive a question/exercise which requires preparation before they come to the interview/oral examination.

11.3 Testing Approval

The Selection Committee is free to design testing that is based on the information contained in the job announcement or based on the knowledge, skills, and abilities that will be needed to perform the job. Testing which presumes to evaluate or elicit interests, beliefs, and/or general philosophies that are not job-related is not permitted.

The Selection Committee will design the testing for a particular position and submit the testing to the Faculty and Staff Diversity Officer for review and approval. When the Faculty and Staff Diversity Officer approves the testing, the pool will be certified for release to the Minimum Qualifications or the Screening Selection Committee subcommittee.

The pool of applications will not be released to the Selection Committee or, if applicable, to the Minimum Qualifications Screening Subcommittee before testing is approved in order to avoid claims of bias for/against particular candidates in the pool.

11.4 Internal Candidates

The Selection Committee will refrain from discussing any knowledge about an internal candidate's performance in the workplace at Selection Committee meetings. No positive or negative comments which are not related to the application, testing or interview should be made about any employee who has submitted an application for a position at the District.

If a Selection Committee member has information concerning a candidate which the member believes should be evaluated in considering the applicant, that Selection Committee member should provide the information to the Committee Chair or the Process Monitor outside of a Committee meeting. Such information will be deemed reference information and will be provided for verification to the individual who is assigned to check references.

11.5 Screening of Applications

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Each Selection Committee member will review every application in the applicant pool; however, if the Selection Committee formed a Minimum Qualifications Subcommittee, then the Selection Committee will review only the applications forwarded by the Minimum Qualifications Subcommittee. The Selection Committee will use the screening tool and their knowledge of the requirements of the position to evaluate candidates.

When the review of the applications is completed by all Selection Committee members, Human Resources will develop a spreadsheet of all of the ratings. All members of the Selection Committee will then meet to select candidates for interview/oral examination.

The Selection Committee is advised to review the spreadsheet and to pay particular attention to disparate scoring of any applicant, i.e. an applicant who receives a very high score from some members and a very low score from others, or scores that are the same for all applicants by a committee member. Selection Committee members are encouraged to discuss the candidates' qualifications stated in the application in depth.

Selection Committee members may change their scores for candidates based on the discussion of the Committee. It is important to remember that if a score is changed, then the supporting screening tool must also be changed. The Committee Chair and the Process Monitor are responsible for keeping a record of any scores that are changed during discussions.

The Selection Committee will vote on the applicants who will be invited to interview/oral examination. The Selection Committee is a democratic body and each member must be willing to abide by the decision of a simple majority of the Selection Committee. The Selection Committee is encouraged to invite a diverse pool of candidates for interview/oral examination. The Selection Committee is reminded also that the scoring must support the candidates recommended for interview.

The Selection Committee Chair will provide Human Resources with:

- A list of the candidates invited to interview; the list should include a minimum of two (2) alternate candidates in the event a candidate withdraws from the pool.
- A list of questions that require candidate preparation prior to the interview.
- The amount of time for each interview.
- A decision to allow the candidate to review the questions prior to the interview and, if so, how much review time.
- A list of resources available to the candidate (e.g. whiteboard and/or computer with projector).

11.6 HR Pre-Background Check

A pre-background check will be coordinated by Human Resources prior to scheduling a candidate for an interview. Results will be discussed with the Vice President appointed by the President to the committee and the Chair of the committee. The

VPHR, appointed VP, and the Chair of the committee, will make the decision to invite or not to invite the applicant for an interview.

11.7 Candidate Notification

Human Resources will contact the candidates by phone and confirm the interviews/oral examinations by mail and/or by e-mail. The confirmation will provide the candidate with the information approved by the Selection Committee.

11.8 Interview/Oral Examination

The Selection Committee will develop interview questions which will comprise an oral examination. Interview questions may be based on the information contained in the job announcement or may probe the candidate's knowledge and experience. Each candidate interviewed will be asked the same questions.

At the selection committee's discretion, the interview/oral examination may be conducted via videoconferencing.

Selection Committee members may assist candidates in setting up technical support for presentation or demonstrations. If the technical support does not work, extra time may be provided to a candidate to resolve the technical problem as long as it does not significantly impact the appointment times of other candidates. Selection Committee members may assist candidates by handing out materials. It is important that all candidates receive sufficient support to allow them to complete the interview process successfully.

Each candidate will be informed of the amount of time that is scheduled to spend with the Selection Committee and the Process Monitor will act as a timekeeper. The Process Monitor may advise the candidate of the elapsed time during the interview if the Process Monitor feels that it is needed. If a candidate does not complete the oral examination in the allotted time, the interview process will be terminated at the end of the allotted time and the candidate will be scored on the completed questions.

When scheduling a room for the interview process, the Selection Committee should evaluate the environment. If the candidate will need to make a presentation, a room which supports the presentation, i.e. a smart classroom, should be considered. Remember that the candidate is evaluating the District and the working environment while interviewing.

It is advised that:

- The Selection Committee Chair introduces the candidate, and that the Selection Committee members introduce themselves to the candidate.
- The Selection Committee Chair asks the first and the last questions in the process.
- The Selection Committee ensures that the candidate is seated comfortably and has water.

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- A copy of the interview questions is placed on the table in front of the candidate to read as well as hear during the interview.
- Each Selection Committee member asks at least one (1) question, if possible.
- The first question asks the candidate for a description of the candidate's experience, education and/or qualifications.
- If time permits, the candidate may be allowed to make a brief summary or final statement which is unscored. At the discretion of the Committee, statements may be used in scoring any question asked during the interview.
- The candidate may be asked if he/she has any questions about the position or the process.

Follow-up questions during the interview/oral examination should be limited. A Selection Committee member may ask a follow-up question if the member needs additional information in order to fairly evaluate a response.

A candidate may always be asked to expand on an answer or give an example from his/her work experience. If a candidate is asked a string or compound question and does not fully answer the question, a Selection Committee member may ask for the omitted information.

A Selection Committee member may not ask a candidate to provide information related to the application materials. A Selection Committee member may not ask any questions that are unrelated to the approved questions. The Selection Process Monitor or the Selection Committee Chair will interrupt follow-up questions which open new areas of questioning.

Selection Committee members should not engage a candidate in conversation that is not part of the interview. Selection Committee members may answer questions that a candidate poses at the end of the interview when all scored questions are completed.

When all candidates have completed the interviews/oral examination, the Selection Committee will deliberate. The charge of the Selection Committee is to recommend candidates, preferably three (3) or more, who are best qualified for the position to the Finalist Interview Committee.

Selection Committee members should complete a spreadsheet indicating the scores received by each candidate. The Selection Committee should thoroughly discuss the candidates' qualifications and any disparate scoring received by any candidate(s).

11.9 <u>Recommendation of Finalist Candidates</u>

The Selection Committee will vote on which candidates will be forwarded to the Finalist Interview Committee for review. The Selection Committee is a democratic body and a candidate will be forwarded if a simple majority of the Committee recommends that candidate.

When the Selection Committee determines the candidates who will be forwarded, the

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Selection Committee Chair should ask the members of the Committee to describe the strengths and weaknesses of each of those candidates. The Selection Committee Chair should take notes of this information so that the Chair may accurately report this information to the members of the Finalist Interview Committee. These notes will be retained with the other Selection Committee materials.

If the Selection Committee cannot recommend at least three (3) finalist candidates, the Committee may write a justification explaining the reason(s) and sign the authorization to forward two (2) or one (1) candidate(s).

The President/Superintendent will review the justification and may:

- Accept the recommendation of two (2) or one (1) candidate(s); or
- Reject the recommendation of two (2) or one (1) candidate(s) and ask the Selection Committee to reconsider its recommendations.

If the Selection Committee reconsiders its recommendations, it may:

- Determine that the Committee cannot recommend any additional candidate(s); or
- Recommend one (1) or more additional candidate(s) as finalists.

If the Selection Committee cannot recommend any additional candidate(s), the President/Superintendent may review the applications of the candidates interviewed and the Selection Committee records and:

- Interview the recommended candidate(s) and recommend a candidate for employment; or
- Invite an additional candidate(s) from the pool selected for interview to a final interview, conduct interviews and recommend a candidate for employment; or
- Decide to close the recruitment and possibly reopen the position.

11.10 Candidate Notification

Human Resources will contact the candidates by phone to confirm the final interviews.

12. TOWN HALL FORUM FOR FINALISTS

Prior to the recommendation to the Board of Trustees for employment, a town hall forum will be held for each VP finalist candidate. Feedback from all constituent groups will be requested, reviewed, and thoughtfully considered by the President/Superintendent in the selection process before forwarding the recommendation to the Board of Trustees for employment.

At minimum, the following will be included in the Town Hall Forum process:

- Forums will be scheduled during days/times that will allow representation from all constituent groups.

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- During the forum, the candidates will answer the President/Superintendent's standardized questions. Afterwards, the audience will have an opportunity to ask additional job related questions to the candidate.
- A standardized VP feedback form will be distributed to each attendee to provide comments about the VP candidate.
- At the end of the forum, a representative from HR will collect the feedback forms and forward them to the President's Office.
- Each forum will be taped and uploaded to the Cerritos College website.
- Employees unable to attend the forum will have three (3) days to provide feedback once the video is posted.
- An online version of the standardized VP feedback form will be posted on the website. Once completed, the online form will be forwarded to the President's Office.

13. FINALIST INTERVIEW COMMITTEE COMPOSITION

The Finalist Interview Committee will be comprised of:

- The President/Superintendent
- The Executive Council
- The Chair of the Selection Committee

14. FINALIST INTERVIEW/ORAL EXAMINATION PROCESS

The President/Superintendent may consult with the Executive Council and the Chair of the Selection Committee in developing the final interview questions. The President/Superintendent and the Finalist Interview Committee will review the application materials of the candidates recommended as finalists. Interviews/oral examinations will be conducted by the Finalist Interview Committee.

The members of the Committee provide input to the President/Superintendent. The President/Superintendent's selection is based on a review of the application materials of the finalist candidates, the finalist interviews, input from the Finalist Interview Committee and the information provided by the Chair of the Selection Committee about the Selection Committee's assessment of the strengths and weaknesses of the candidates.

15. PRESIDENT INTERVIEW

The President/Superintendent may conduct a one-on-one interview with the finalists.

The President/Superintendent may direct his/her designee to check references for the candidate(s) under consideration for employment. If the President/Superintendent is unable to recommend any of the finalist candidates for reference checking, the President/Superintendent may ask the Selection Committee to reconvene and determine if they are able to recommend another/other candidate(s).

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When the Selection Committee reconvenes, it may:

- Recommend an additional candidate(s); or
- Determine that they cannot make any additional candidate recommendations.

If the Selection Committee recommends another/other candidate(s), the Finalist Interview Committee will interview that/those candidate(s). If the Selection Committee cannot recommend another/other candidate(s), the President/Superintendent will review the applications of the candidates interviewed, review the notes of the Selection Committee and:

- Reconsider the applicants initially recommended; or
- Confer with the Vice President appointed to the Selection Committee and the Selection Committee Chair to discuss further steps; or
- Close the recruitment.

16. REFERENCE CHECKING

References will be checked for every candidate who is recommended to the Board of Trustees for employment. The President/Superintendent is responsible for ensuring that references are checked. The President/Superintendent or his/her designee will check references using a District-approved form. Reference checking will not be limited to the names specified by the candidate. Reference checking will be thorough and complete. No offer of employment will be made until the reference checking process is completed.

If the President/Superintendent is unable to recommend any of the finalist candidates after reference checking, the President/Superintendent may ask the Selection Committee to reconvene and determine if it can recommend another/other candidate(s).

The fingerprinting of a potential full-time employee is part of the reference or background checking process.

17. RECOMMENDATION TO THE BOARD OF TRUSTEES FOR EMPLOYMENT

An offer of employment, contingent on Board approval, will be made to a chosen candidate. If the candidate accepts the contingent offer, the President/Superintendent will recommend the employment of the candidate to the Board of Trustees.

If the chosen candidate does not accept the contingent offer, the President/ Superintendent may choose to make an offer to another finalist candidate or may close the recruitment.

Draft Created: January 17, 2018, revised August 15, 2018.

DRAFT

Effective:
Presented to the Board of Trustees:

DRAFT

Integrated Program Review, Planning, & Resource Allocation Handbook

Effective Fall 2018

SECTION I
Introduction

The Cerritos College planning and resource allocation process has been developed collaboratively by Executive Council, Planning and Budget Committee, and Faculty Senate. It represents a college-wide effort to further unify the planning and resource allocation process as well as to develop and document a transparent, uniform practice of using data/evidence from program review in college planning, resource allocation requests, goal implementation, assessment, and evaluation. As currently conceptualized, planning at Cerritos College is on a six-year cycle, designed to coincide with the accreditation cycle.

The planning and resource allocation process is driven by the alignment of the Educational Master Plan, the Strategic Plan (the first 3 years of the EMP), the Enrollment Management Plan, and other planning documents the college identifies and uses. Evaluation of both process and outcomes takes place based on different activities: a mid-term evaluation of goal achievement of the EMP is scheduled every third year, which aligns with the Strategic Plan (iterative process) for future initiatives develop from the EMP overarching goals.

Unit/Division/Area, and ultimately the college annual plan and resource allocation, are an annual activity at Cerritos College. This guide outlines the overall process of planning and resource allocation, presents a timeline of scheduled activities, and references documents needed to develop the annual planning process. This handbook should be viewed as a living document and will be updated to meet future needs as the college integrated planning and resource allocation process evolves.

SECTION II
Integrated Program Review, Planning, & Resource Allocation Requests Overview

The integrated program review, planning, and resource allocation cycle at Cerritos College is represented visually in Figure 1. Stage A represents the assessment and evaluation of outcomes, which is examined during Program Review. Program Review is done annually, with a peer-reviewed comprehensive evaluation taking place every six years. Program Review begins the integrated process. Stage B uses the data/evaluation to set goals that are specific, measureable, actionable, realistic, and timely. Stage C establishes activities/initiatives to achieve the goals. This is where actions are determined, based on the goals set. Stage D resources needed to perform or carry out the activities/initiatives are identified and requested. If we do not have the identified resources, we develop and identify what funding is needed to carry out the activities/initiatives. In Stage E resource requests are created, and during the unit/division/area plan development, resource allocation requests are integrated into the process (steps 1 through 7) culminating into the college's annual plan, reflecting the annual budget approved by the Board of Trustees. Stage F Implementation of activities/initiatives which were funded (steps 1 through 7). If an activity/initiative did not require a request for funding/prioritization, it is implemented without the need of going through the prioritization process.

The campus is comprised of Units, within a Division, within an Area. A unit is defined as a program/department to which certain goals, activities, and initiatives will request resource allocations. Table 1 illustrates how the Math Department, for purposes of planning and resource allocation, is a unit in the Science, Engineering and Math Division, which is a division in the Academic Affairs Area.

Table 1. Examples of Units, Divisions, and Areas
in the Planning and Resource Allocation Process

Unit	Division	Area
Math	Science, Engineering & Math	Academic Affairs
Nursing	Health Occupations	Academic Affairs
Publications	Information Technology	Business Services
Payroll	Fiscal Services	Business Services
Operations	Facilities	Business Services
Career Services	Counseling	Student Services
Campus Police	Campus Police	Student Services

Department Chairs and/or Managers/Directors, have leadership responsibility for the development of their unit plan. Division Managers (Deans/Directors), have administrative responsibility for the division plans. Finally, Area Administrators include the following: the President, Vice President of Academic Affairs, Vice President of Business Services, Vice President of Student Services, and Vice President of Human Resources; and are responsible for the Area plans.

Unit Plans are developed by first reviewing program review evidence/data in order to identify Strengths, Weaknesses, Opportunities, or Threats (SWOT) (Stage A). After completing the SWOT analysis, the unit sets goals (Stage B). Activities are then determined to accomplish the goals (Stage C). Resource allocation request types include: (1) personnel; (2) capital expenditures, which is defined as tangible items with a cost of more than $500 and a life expectancy greater than three years (excluding computers); (3) budget augmentation; or (4) facilities (Stage D). After resource allocation requests have been identified, units will prioritize their resource allocation requests (Stage E), using: Tier 1 (Critical), Tier 2 (Important), or Tier 3 (It can wait). The next several steps in the resource allocation process reinforce the importance of dialogue in decision-making processes at Cerritos College. During the steps of the resource allocation process, feedback is provided as to which funding requests moved forward by: Division, Area, and then to the college plan (Steps 1 through 7—see feedback arrows).

Unit plans are submitted to the responsible administrator for the Division (Dean/ Director). This begins the development of the Division Plan. The division manager will review the Unit Plans submitted and build the Division plan from the contents submitted from the Units; and additionally include Division needs identified through the program review process for non-instructional/administrative offices. The Division plan goes through the same resource allocation request process, including prioritization of resources requested by the units in the Division. Once the Division Plan is completed, it is forwarded to the Area Administrator for the Area Plan development. Feedback is provided from the division manager to the unit as to what they have moved forward in the resource allocation request prioritization process (See Step 2).

The Area Administrators meet with their respective division managers and engage in a dialogue regarding area priorities. In conjunction with division managers, Area Administrators establish the priorities for their areas. After the Area Plans have been developed, they are submitted to the Planning and Budget Committee Co-Chairs. This starts the development of the College Annual Plan. The resource allocation requests from the area plans are presented to the Planning and Budget Committee (PBC). As part of the PBC review and study, the Planning and Budget Committee will consider resource requests in the context of (1) priorities and goals of the EMP/Strategic Plan and other college planning documents and (2) evaluation of college initiatives which may indicate the college allocate resources to the units/division plans to accomplish goals. Feedback is provided from the area manager to the division manager as to what they have moved forward in the resource allocation request prioritization process (See Step 3).

As a shared governance committee, Planning and Budget Committee reviews the college-wide priorities, ask questions about them, and provides recommendations to the Executive Council

regarding the priorities for a given year (Step 4). The Co-Chairs of Planning and Budget Committee facilitate the formation of the college's annual plan, aligning the projected budget with the submitted Area plan items. Upon approval of the Planning and Budget Committee, the college annual plan is forwarded with comments to the Executive Council (Step 5) for review and approval. If the Executive Council (EC) determines that additional prioritization is warranted, EC will make recommendations directly to the College President.

The college annual planning and budgeting process is complex and developed with the understanding that it is possible that not every unit will have its most urgent priorities funded in a given year. For example, the available funding and the college-wide priorities may necessitate that only capital priorities are funded. Following review/recommendation by Executive Committee, the resource allocation process proceeds to Step 6, the President, for final approval. The college budget development process concludes with the Board of Trustees adopting the college budget (Step 7).

Once the college annual plan and the college annual budget are adopted, they are shared back with PBC, units, divisions, and area administrators. This activity ensures that everyone is aware of and understands the college-wide needs which have been identified for funding, and which ones were unfunded, for a given year. Each Unit/Division/Area should engage in a continuous cycle of program review, planning, implementation, and evaluation. Individual units will assess and report on progress toward goals (evaluation), which ties back into the Unit's program review process. The model demonstrates how the processes are integrated, transparent, and iterative.

SECTION III
Developing the Unit Plan

The cornerstone of planning is Program Review: a thorough examination of data and evidence regarding goal achievement and outcomes. The Unit Plan will be an annually updated after a unit has undergone its 6-year, peer reviewed, program review. The Unit Plan articulates a program's mission, description, characteristics, goals, activities, and outcomes. The Unit Plan is based on findings from a unit's Program Review and is updated annually. Program Review is the process by which programs, departments, or units conduct an assessment or evaluation of their quality and effectiveness. Like in the instructional program review process, which occurs on a six-year cycle, administrative and non-instructional units undergo a peer reviewed program review at least once every six years. Findings of the program review (or assessment) process will be used to inform the Unit Plan. Instructional program review is under the purview of the Faculty Senate; non-instructional and administrative program review is under the purview of the Area Administrators (i.e., the President, Vice President of Academic Affairs, Vice President of Business Services, Vice President of Student Services, and Vice President of Human Resources). Area Administrators will meet with their respective division managers and set a schedule for units to conduct a program review. The manuals for the program review processes are available online.

The Unit Plan has six components (see Table 2). The Mission Statement (component 1) asks a unit to state its mission. The next component is the Overarching Outcomes (component 2), which consists of identifying the unit's Student Learning Outcomes (SLOs) or Service Area Outcomes (SAOs). The third component—Characteristics, Performance, and Trends (component 3)—is a description of the unit and can include data that a unit collected during the program review process. In this component, units will also assess their performance of their overarching outcomes (i.e., SLOs or SAOs). Next, the Unit Plan asks units to identify their strengths, weaknesses, opportunities and threats (component 4). Component 5 is establishing their goals; and component 6, establishing the units' activities/initiatives to achieve the goals. Component 7 involves the resource request prioritization to fund activities/initiatives in order to accomplish goals.

Table 2. Components and Tasks of the Annual Plans

Number	Component	Task
1	Mission Statement	State the unit's mission
2	Overarching Outcomes	Identify the unit's SLOs or SSOs
3	Characteristics, Performance, and Trends	Describe and assess the data
4	SWOT Analysis	Identify unit's strengths, weaknesses, opportunities & threats (SWOTs)
5	Establish Goals	Goals for the unit are based on analysis of data and SWOTs
6	Activities	Identify the activities to be developed and implemented which will achieve the goals
7	Resource Requests/Prioritization	Identify needed resources to request to accomplish activities; prioritize funding requests

SECTION IV
Developing the Division Plan

Division Plans are developed by first reviewing the subordinating Unit's program review evidence/data in order to identify Strengths, Weaknesses, Opportunities, or Threats (SWOT), goals, activities, and resource requests. After the Division Manager has completed the Division Plan, the next phase is for the Area Plan development. Area Plans are developed by the respective Area Vice Presidents and college President.

SECTION V
Developing the Area Plan

Area Administrators meet with their respective division managers and engage in a dialogue regarding area priorities. In conjunction with division managers, Area Administrators establish the resource request priorities for their areas. After the Area Plans have been developed, they are submitted to the Planning and Budget Committee Co-Chairs. This starts the development of the College Annual Plan. The resource allocation requests from the area plans are presented to the Planning and Budget Committee (PBC) by each Area VP. As part of the PBC review and study, the Planning and Budget Committee will consider resource requests in the context of (1) priorities and goals of the EMP/Strategic Plan and other college planning documents and (2) evaluation of college initiatives which may indicate the college allocate resources to the units/division plans to accomplish goals.

SECTION VI
Developing the College Annual Plan

As a shared governance committee, the role of the Planning and Budget Committee is to review the college-wide priorities, ask questions about them, and provide recommendations to the Executive Council regarding the priorities for a given year. The Co-Chairs of Planning and Budget Committee facilitate the formation of the college's annual plan, aligning the projected budget with the submitted Area plan items. Upon approval of the Planning and Budget Committee, the college annual plan is forwarded with comments to the Executive Council (step 5) for review and approval. If the Executive Council (EC) determines that additional prioritization is warranted, EC will make recommendations directly to the College President.

Following review/recommendation by Executive Committee, the resource allocation process proceeds to step 6, the President, for final approval. The college budget development process concludes with the Board of Trustees adopting the college budget (step 7).

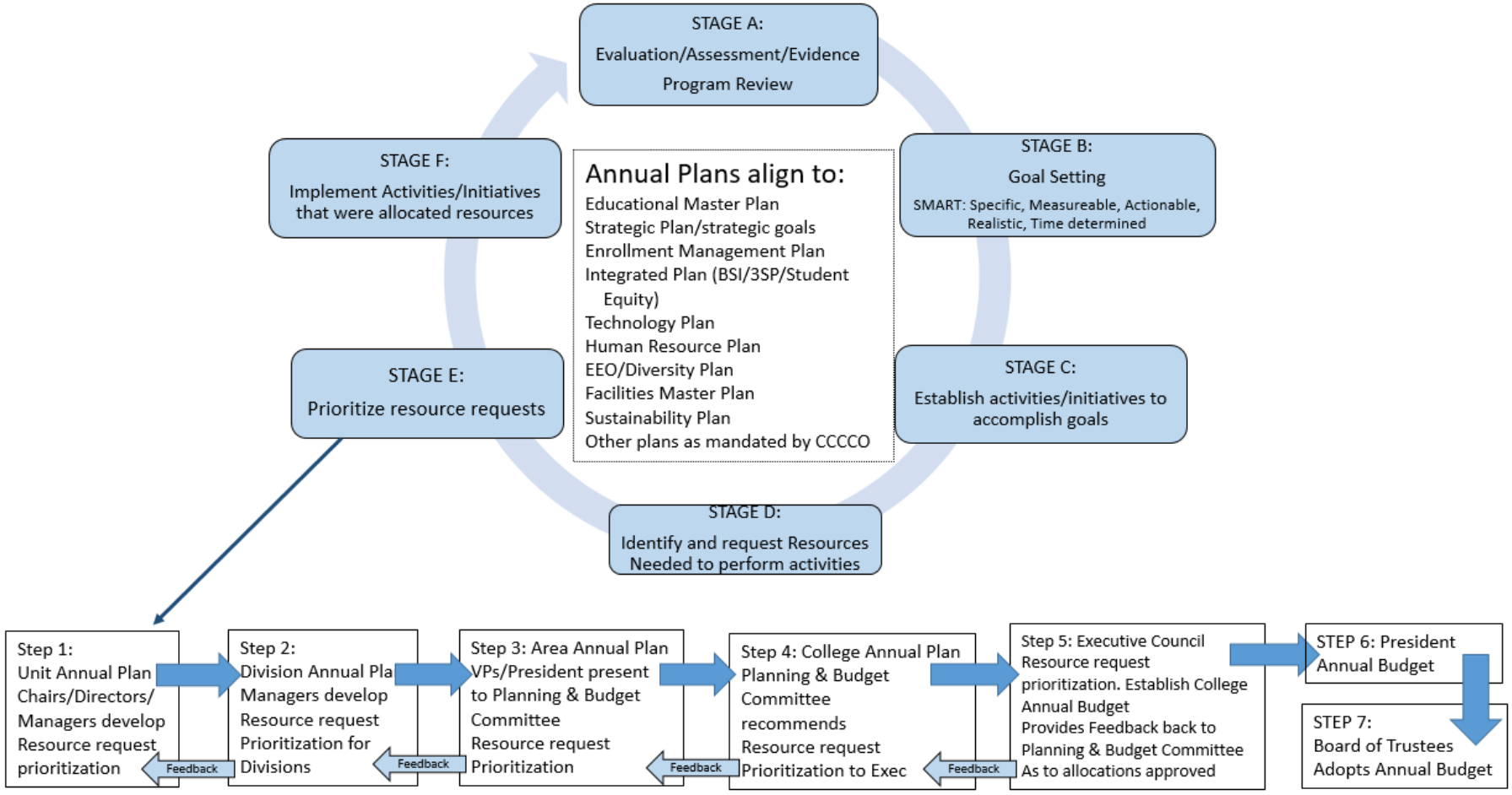
Once the college annual plan is established, it is shared back to PBC; and to the units, divisions, and area administrators (see feedback arrows). This activity ensures that everyone is aware of and understand the college-wide needs which have been identified for funding, and which ones were unfunded, for a given year. Each unit/Division/Area should engage in a continuous cycle of

planning, implementation, and evaluation. Individual units will assess and report on progress toward goals (evaluation), which ties back into the program review process.

Executive Council: Nov. 7, 2017
Planning & Budget Committee: March 1, 2018; approved Aug. 16, 2018
Faculty Senate: Sept. 11, 2018
Coordinating Council: Oct. 8, 2018

FIGURE 1. Integrated Program Review, Planning, and Resource Allocation Process

Figure 1. Integrated Program Review, Planning, and Resource Allocation Process (Annual)



AP 5530 STUDENT RIGHTS AND GRIEVANCES

References:

Education Code, Section 76224(a);
Title IX, Education Amendments of 1972;
34 Code of Federal Regulations Parts 106.1 et seq.;
Sections 504 and 508 of the Rehabilitation Act of 1973;
Americans with Disabilities Act of 1990;
ACCJC Accreditation Eligibility Requirement 20;
ACCJC Accreditation Standard IV.D.

Note: Complaints under Section 504, Section 508, and/or the Americans with Disabilities Act are to be made to the Section 504/508/ADA Coordinator in the Disabled Student Programs and Services Office or to the Diversity/Compliance/Title IX Officer in the Human Resources Office. Complaints of sexual harassment and other illegal discrimination are to be made to the Diversity/Compliance/Title IX Officer in the Human Resources Office or the Vice President of Human Resources.

If a student files a grievance under this procedure that includes an allegation of unlawful discrimination, including harassment or retaliation, the grievance, or portion of the grievance, will immediately be referred to (i) the Diversity/Compliance/Title IX Officer or to the Vice President of Human Resources or designee per AP 3435, "Intake and Processing of the Complaint," or to (ii) the Cerritos College Section 504/ADA Coordinator per Administrative Procedure 3412, for attempted informal resolution or investigation.

STUDENT GRIEVANCE PROCEDURES

A student of the College may address grievances as applied to and regarding academic, administrative, and instructional matters relating to students, and including, but not limited to, any grievance dealing with any academic or management employee of the District.

A grievance shall herein be defined as any act depriving a student of any of the rights set forth in the statement of “Student Rights and Responsibility,” or any state, federal, or local codes. Grades and grading grievances are addressed within this administrative procedure. Student should refer to “Student Grade Grievance Procedure.”

The determination of whether the Statement of Grievance presents sufficient grounds for a hearing shall be based on the following:

- The statement contains facts which, if true, would constitute a grievance under these procedures;
- The grievant is a student, which include applicants and former students;
- The grievant is personally and directly affected by the alleged grievance;

- The grievance was filed in a timely manner;
- The grievance is not clearly frivolous, clearly without foundation, or clearly filed for purposes of harassment.

If the grievance does not meet each of the requirements, the Office of Student Conduct and Grievance or ASCC Chief Justice or designee shall notify the student in writing of the rejection of the request for a grievance hearing, together with the specific reasons for the rejection and the procedures for appeal.

GRIEVANCE PROCEDURE (EXCEPT GRADES AND GRADING, SEXUAL HARASSMENT, AND OTHER ILLEGAL DISCRIMINATION):

STEP I - INFORMAL ACTION

A. The student with a grievance shall first attempt to resolve the matter by informal discussion with the employee(s) involved.

B. If the problem is not resolved in step I-A, the student shall then attempt to resolve the matter by informal discussion with the person at the lowest level of supervisory authority for the person with whom there is a complaint.

C. If the grievant still believes the issue has not been resolved satisfactorily after Step I-B, a student Statement of Grievance Form may be obtained from the Office of Student Conduct and Grievance. After completion of the Form, specifying the time, place, nature of the complaint and remedy or correction requested, it should be submitted to the Coordinator of Student Conduct and Grievance who will send a copy of the written statement to the ASCC Supreme Court Chief Justice and the Vice President of Academic Affairs. This statement must be submitted within 30 instructional days after the grievant has become aware of the act or condition on which the complaint is based. An instructional day is defined as any day Monday through Friday that all normal college business is conducted, both in the classroom and administrative offices. All weekend days and college holidays are excluded.

D. The ASCC Chief Justice or Court designee shall attempt to resolve the problem through informal meeting and discussion among the pertinent parties while remaining neutral on all issues involved. This informal meeting and discussion is intended to include the levels of management or administration concerned with the problem and should be completed within ten instructional days, as such days are defined herein. In the event the informal procedure fails, the formal procedure may be implemented.

STEP II - FORMAL ACTION

A. PRELIMINARY STEPS

1. If the grievant does not believe the grievance has been resolved, the grievant may request Step II-Formal Action through the ASCC Chief Justice. The Chief Justice upon receiving the request of the grievant shall call a meeting of the Student Grievance Hearing Committee. The Hearing Committee will be composed in the following manner:

- ASCC Chief Justice or designee and two Court Justices or designees,
- the Vice President of Academic Affairs or administrative designee,
- the Faculty Senate President or Senate designee, and
- one Faculty Senate member, chosen by the Faculty Senate.

If replaced per section II.A.5. herein, the ASCC Chief Justice or designee or Court Justices or designees substitute(s) shall be appointed by the ASCC Court.

2. The Chief Justice or designee shall serve as the Hearing Committee Chair, but shall have no vote in committee decisions. The five voting members of the Hearing Committee may be selected within the first six weeks of the academic year. Names selected by the Faculty Senate are to be submitted to the Chief Justice. Members of the Committee are to serve for an academic year.

3. The Vice President of Academic Affairs or administrative designee shall serve as Hearing Committee Executive Secretary. The Executive Secretary, a voting member of the committee, shall be responsible for keeping necessary records of committee hearings and assist the ASCC Chief Justice in the conduct of the hearing.

4. Grievance Committee members are to deal with all grievances in a confidential manner, except when both parties agree to a public hearing or otherwise required by law.

5. No person shall serve as a member of a Hearing Committee if that person has been personally involved in any matter giving rise to the grievance, has made any statement on the matters at issue, or could otherwise not act in a neutral manner. Any party to the grievance may challenge for cause any member of the hearing committee prior to the beginning of the hearing by addressing a challenge to the Hearing Committee Chair, who shall determine whether cause for disqualification has been shown. If the Hearing Committee Chair determines that sufficient grounds for removal of a member of the committee have been presented, the Hearing Committee Chair shall remove the challenged member or members and request a substitute from the original appointing constituent group.

B. FORMAL HEARING

The Hearing Committee shall conduct its proceedings according to the following procedures:

1. The Hearing Committee must meet within 15 instructional days after informal action has been completed and the grievant has requested a formal hearing.

2. The Chair must notify the parties involved within five instructional days before the hearing of the date, time, and location of the hearing and must include a copy of the written complaint, a copy of the Statement of Student Rights and Responsibilities, and copy of the Grievance Procedure.

3. Four members shall constitute a quorum by which Hearing Committee business may proceed. The quorum must include at least one student member, one faculty member, and one administrative member.

4. The members of the Hearing Committee shall be provided with a copy of the grievance and any written response provided by the respondent before the hearing begins.

5. Both parties shall have the right to present personal statements, testimony, evidence, and witnesses. Formal rules of evidence shall not apply. Any relevant evidence shall be admitted. Unless the Hearing Committee determines to proceed otherwise, each party to the grievance shall be permitted to make an opening statement. Thereafter, the grievant or grievants shall make the first presentation, followed by the respondent or respondents. The grievant(s) may present rebuttal evidence after the respondent(s)' evidence. The burden shall be on the grievant or grievants to prove by substantial evidence that the facts alleged are true.

6. Each party shall have the right to be present, to be accompanied by the person of his or her choice (who may not participate in the hearing), and to question witnesses who are present. In a closed hearing, witnesses shall not be present at the hearing when not testifying, unless all parties and the committee agree to the contrary.

7. The hearing shall be recorded by the Coordinator of Student Conduct and Grievance, either by audio recording or stenographic recording, and shall be the only recording made. No witness who refuses to be recorded may be permitted to give testimony. The audio or stenographic recording shall remain in the custody of the District, at all times, unless released to a professional transcribing service. Any recognized party to the grievance may request a copy of the recording.

8. The Hearing Committee Chair shall, at the beginning of the hearing, ask each person present to identify themselves by name, and thereafter shall ask witnesses to identify themselves by name.

9. The Hearing Committee shall discuss the stated grievance(s), hear testimony, examine witnesses, and receive all available evidence to the charge.

10. The hearing shall be closed to the public unless otherwise agreed upon in writing by both parties.

11. The Hearing Committee shall make decisions in private. The Hearing Committee shall write up findings and decisions. Copies of findings and decisions, including majority and minority reports, are to be sent to each party and the appropriate Vice President. The Hearing Committee's decision(s) shall be final unless appealed.

12. A recording of the proceedings shall be kept in a confidential file in the Office of Student Conduct and Grievance and shall be available at all times to parties directly involved. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. After a period of four years, the grievance file shall be destroyed.

13. Reprisals of any kind will not be taken by the District or any of its agents against any party of interest or any other participant in the grievance procedure by reason of such participation.

14. Evidence and testimony given in each case presented shall not be the sole cause of initiating or filing further grievances.

15. If the grievant does not act within the time limits provided herein, the ability to proceed with the grievance shall be terminated and no further action will be taken.

16. The number of instructional days indicated at each step herein should be considered a maximum and every effort must be made to expedite the process. Time limits may be extended by mutual consent in writing or by decision of the Hearing Committee.

17. The Hearing Committee should attempt to reach a decision by discussion and consensus on a workable solution. Voting should be a last course of action.

18. If in the course of the proceedings a student graduates before a solution is found, the student shall not be denied full consideration under this policy. A student may also submit a grievance after graduation if the grievance did not become known until that time. However, it must be submitted within 30 instructional days after the grievant should have reasonably become aware of the act or condition on which the complaint is based.

APPEALS PROCESS

1. If a party wishes to formally appeal a recommendation of the Hearing Committee, an appeal must be submitted within ten instructional days to the appropriate Vice President, provided the appropriate Vice President is not a direct party to the grievance. If the appropriate Vice President is a direct party to the grievance, and either party is dissatisfied with the recommendation of the Hearing Committee, an

appeal may be submitted to a Vice President/Assistant Superintendent not a direct party to the grievance.

2. Upon receiving the findings and recommendations of the Hearing Committee, and after examination of the appeal as requested by either party, the appropriate Vice President or alternate may accept or reject the Hearing Committee's decision.

3. If the appropriate Vice President or alternate rejects the Hearing Committee's decision, he or she shall submit his or her decision with the stated reasons for objections to the Hearing Committee within ten instructional days. The Hearing Committee shall within ten instructional days reconsider its decision(s) and submit its decisions to the appropriate Vice President for a final decision.

4. The appropriate Vice President shall transmit his or her final decision to the parties within ten instructional days.

5. An appeal of the appropriate Vice President's decision may be submitted to the President/Superintendent by either party within five instructional days of the appropriate Vice President's decision. The President/Superintendent shall transmit his or her final decision to the parties within ten instructional days.

6. An appeal of the President/Superintendent's decision may be submitted to the Board of Trustees by either party within five instructional days of the President/Superintendent's decision. The Board of Trustees may review an appeal for two consecutive regular Board meetings before making a final determination of the matter at the District level.

7. The President/Superintendent or designee, or the Board of Trustees may reject a Hearing Committee decision only after reviewing a transcription of the involved hearing.

STUDENT GRADE GRIEVANCE PROCEDURE

A student of the College may present a grade grievance. The California Education Code, Section 76224, quoted below, states clearly the conditions upon which grades or grading can be questioned.

"When grades are given for any courses of instruction taught in a community college district, the grade given to each student shall be determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetence, shall be final." "Mistake" may include, but is not limited to, errors made by an instructor in calculating a student's grade and clerical errors.

STEP I – INDIVIDUAL ACTION

A student who believes a final course grade was assigned due to mistake, fraud, bad faith, or incompetence shall meet with the faculty member to resolve his or her concern.

STEP II – MANAGEMENT ACTION

Note: If a student files a grade grievance that includes an allegation of unlawful discrimination, including harassment or retaliation, the grievance, or portion of the grievance, will immediately be referred to (i) the Diversity/Compliance/Title IX Officer or to the Vice President of Human Resources or designee per AP 3435, "Intake and Processing of the Complaint" or to (ii) the Cerritos College Section 504/ADA Coordinator per AP 3412, for attempted informal resolution or investigation.

1. The student will obtain a Grade Grievance Form from the Office of Student Conduct and Grievance.

2. The student must return the Grade Grievance Form to the Office of Student Conduct and Grievance within 30 instructional days after the completion of the course about which the grade grievance is filed. An instructional day is defined as any day Monday through Friday that all normal college business is conducted, both in the classroom and in the administrative offices. All weekend days and college holidays are excluded.

3. The Student Conduct and Grievance Coordinator will meet with the student and review the completed Grade Grievance Form. The student must meet with the Student Conduct and Grievance Coordinator within 10 instructional days of submitting the form. If the student wishes to pursue the grievance, the Student Conduct and Grievance Coordinator will sign and date the Form. In the absence of the Coordinator, the Dean of Student Services will perform these duties.

4. The student will present a copy of the Grade Grievance Form to the applicable Division Dean within 10 instructional days of obtaining the signature of the Student Conduct and Grievance Coordinator. The Division Dean may schedule a meeting of all concerned if appropriate. The Division Dean should schedule a meeting only if the Form has the signature of the Student Conduct and Grievance Coordinator and is dated. In the absence of the Coordinator, the Dean of Student Services will meet with the Division Dean. The Division Dean shall make a recommendation to the parties within ~~ten~~ 15 instructional days.

STEP III – ADMINISTRATIVE ACTION

If either party is dissatisfied with the recommendation of the Division Dean, he or she may appeal the matter to the Vice President of Academic Affairs or designee within ten instructional days of the Division Dean’s recommendation. The Vice President of Academic Affairs or designee shall call a meeting with the student, the ASCC Chief Justice, the Division Dean, and if needed, the faculty member. The Vice President of

Academic Affairs or designee shall transmit his or her decision to the parties within ten instructional days.

STEP IV – PRESIDENT/SUPERINTENDENT ACTION

If either party chooses to appeal the decision of the Vice President of Academic Affairs, he or she may appeal the matter to the President/Superintendent of the College within ten instructional days of such decision. If a faculty member is dissatisfied with a recommendation and neither acts on it, nor appeals it, the Vice President of Academic Affairs will forward the matter to the President/Superintendent. The President/Superintendent will review the recommendation and if needed, request persons involved in the grievance to meet.

The President/Superintendent shall make a recommendation within ten instructional days. If either party is dissatisfied with the recommendation of the President/Superintendent, an appeal of the President/Superintendent's recommendation may be submitted to the Board of Trustees by either party. The appeal must be submitted within ten instructional days after the President/Superintendent's recommendation. The Board may review an appeal for two consecutive regular Board meetings, and if needed, request persons involved in the grievance to appear before making a final determination of the matter at the District level.

Time Limits – Any times specified in these procedures may be shortened or lengthened if there is mutual concurrence by all parties.

Also see AP 4231 titled Grade Changes

Office of Primary Responsibility: Vice President, Student Services

Date Approved:	**October 15, 2007**
Dates Revised:	**February 25, 2008, May 3, 2010; April 25, 2016; October 8, 2018**

APPROVED

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
October 22, 2018

PRESENT:	Dr. Jose Fierro	ABSENT:	Felipe Lopez
	Sandy Marks		Rick Miranda
	Dr. April Griffin		Dr. Adriana Flores-Church
	Stephanie Rosenblatt		Liz Page
	Armando Soto		Kim Westby
	Dr. Steven La Vigne		
	(for Liz Page)	GUEST(s):	Monica Acuña
	Lynn Laughon		Julie Bathke
	David Ward		Dr. Carrie Edwards
	Kim Applebury		Clara Ross-Jones
	Chris Rodriguez		Miya Walker
	(for Kathy Azzam)		
	Julie Mun		

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:03 p.m.

II. PUBLIC COMMENTS
There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Information regarding all employment opportunities is posted on the Human Resources webpage.

IV. APPROVAL OF MINUTES – October 8, 2018
It was moved by Ms. Laughon and seconded by Dr. Griffin to approve the September 24 minutes. The vote for approval was 7-0-3; Dr. Fierro, Ms. Applebury, and Mr. Rodriguez abstained. Ms. Rosenblatt was not present for the vote.

V. BOARD AGENDA – None

VI. ITEMS FROM INSTITUTIONAL COMMITTEES
Outstanding Classified Employee Selection
EMP Goal C: Promoting Leadership and Staff Development

Ms. Acuña provided a report on behalf of committee chair Dr. Flores-Church. She stated that the committee meets monthly to select the employee of the month. They are working on revising the team nomination form, which hasn't been updated since 2009.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Academic Excellence

EMP Goal A: Strengthening the Culture of Completion

Dr. Griffin provided a report on behalf of committee chairs Dr. David Betancourt and Teri Cheatham. She distributed the attached October 16 meeting agenda and outcomes. Nomination forms will be distributed to faculty January 14, 2019 and to department chairs January 15, 2019. Forms are due to divisions or committee members by February 7, 2019. The ceremony is scheduled for Thursday, April 4, 2019 to begin at 7:00 p.m. in the Burnight Theatre.

Curriculum

EMP Goal A: Strengthening the Culture of Completion

Dr. Edwards stated that the Chancellor's Office is continuing to streamline its processes, and has rolled out auto approval of programs. New curriculum has been approved or is in progress to maximize probability to complete transfer level English and Math in one year, and complete transfer level ESL in three years. There have also been changes to the unit values for approved certificates of achievement and verifications to align with financial aid guidelines. There are 11 programs that must be revised to comply with requirements for verification of completions. Overall, the changes are positive because we will be able to receive credit for completed certificates and verifications.

Professional Relations

EMP Goal C: Promoting Leadership and Staff Development

Ms. Clara Ross-Jones and Ms. Cosio distributed the attached October 1 meeting minutes. Ms. Ross-Jones stated that the nomination period is scheduled for Monday, October 15 through Friday, November 30. Nominations will be accepted online at www.cerritos.edu/nomination. Students are encouraged to nominate the outstanding professor (full-time or part-time), counselor, librarian, or student services faculty who has inspired them. The committee has been busy publicizing the nominations with posters, flyers, and announcements at division meetings. The Outstanding Faculty Awards ceremony is scheduled for Thursday, April 25, 2019.

Sabbatical Leave

EMP Goal C: Promoting Leadership and Staff Development

Ms. Bathke distributed the attached report. She stated that six faculty have requested leaves for the 2019-20 academic year. The committee will review the requests and send its recommendation to Faculty Senate by the end of the fall semester. They utilize an interview process which streamlines feedback and facilitates dialogue between the committee and applicants. The process to review reports from faculty who returned from 2017-18 sabbatical leaves will begin in spring.

Dr. Fierro and Dr. Griffin thanked Ms. Bathke and the committee for guiding faculty through the process. There has been much improvement in the proposals and board presentations, which has been well received.

VIII. STATUS OF SHARED GOVERNANCE

Student Equity Committee Purposes and Membership

EMP Goal F: Enhancing Organizational Effectiveness

Ms. Mun stated that at its October 10 meeting, the Student Equity Committee reviewed and approved Ms. Laughon's recommendation to add an additional classified representative appointed by CSEA. The proposed revisions to the Student Equity Committee structure include correcting one of its purposes by replacing the term "Student Equity Plan" with "the triple integrated BSI/3SP/Student Equity Plan", adding the Director of Diversity, Compliance, and Title IX Coordinator and the Program Facilitator of Student Equity, Cross Culture, and Title IX Resources as functional personnel, merging the iFALCON faculty representative with the Developmental Educational Coordinator or designee, and adding an additional classified representative appointed by CSEA.

It was moved by Dr. Griffin and seconded by Ms. Rosenblatt to approve the proposed revisions to the Student Equity Committee as attached. The vote for approval was 8-3-0. Ms. Laughon, Mr. Ward, and Ms. Applebury voted no.

Web Standards Committee Membership

EMP Goal F: Enhancing Organizational Effectiveness

Ms. Walker stated that the committee is recommending to change how its members are appointed, and to update some of the job titles. Instead of specific managers and student representatives, committee members would be appointed by their respective constituent groups. They are also recommending that the quorum requirement be revised to 40 percent of the membership.

The committee recommended adding a note next to the Web Administrator position to state that it is currently vacant and will not be included in the quorum requirement. Dr. Griffin requested clarification regarding one of the Web Standards Committee purposes, which states that the committee recommends standards and protocols for compliance with the Americans with Disabilities (ADA) and Sections 504 and 508 of the Rehabilitation Act for the college web presence. Dr. Griffin asked whether this purpose overlaps with the purposes of the 508 Task Force. Ms. Walker stated that the committee only reviews accessibility issues for the website.

It was moved by Ms. Marks and seconded by Mr. Ward to approve the proposed revisions to the Web Standards Committee as attached. The vote for approval was unanimous. Mr. Rodriguez was not present for the vote.

Dr. Griffin requested more information and clarification about the 508 Task Force purposes and membership. Dr. Fierro stated that an update will be scheduled for the November 5 meeting.

Draft Administrative Procedure 4024 – Credit Hours and Units

EMP Goal A: Strengthening the Culture of Completion

Dr. Griffin stated that the college is required to establish a procedure regarding how we determine and calculate credit hours. The draft procedure was shared with the Coordinating Committee at its October 8 meeting, and reviewed and approved by the Faculty Senate at its

October 9 meeting. The procedure provides documentation of our current procedures and meets Chancellor's Office requirements. Curriculum staff will review all courses to identify those that are not in compliance, and work with departments to reach a resolution.

It was moved by Ms. Rosenblatt and seconded by Mr. Ward to approve Administrative Procedure 4024 – Credit Hours and Units as attached. The vote for approval was unanimous. Mr. Rodriguez was not present for the vote.

Draft Board Policy and Administrative Procedure 3730 – Social Media Guidelines
EMP Goal D: Improving Internal and External Communication

Ms. Walker stated that drafts of the social media policy and social media administration agreement were presented to the Coordinating Committee at its September 10, 2018 meeting. She stated that the drafts were developed with the intent to ensure rights and freedoms are protected, while also providing clear and concise guidelines for social media accounts to facilitate continuity and understanding across the district. Revisions were made to define and provide examples of prohibited content, as suggested by the Coordinating Committee.

The committee members discussed concerns regarding the proposed requirement to submit requests to create social media accounts to Public Affairs for approval. It was suggested that users who create new social media accounts *notify* Public Affairs to facilitate integration with official college accounts, and increase participation and buy-in. There were also concerns about how long the proposed approval process would take, which could discourage users from following the guidelines.

Dr. Fierro stated that this review will serve as a first reading and asked the committee members to forward their questions and suggestions to Ms. Walker. A second reading of the drafts will be scheduled for a future meeting.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS
No reports.

X. PRESIDENT'S REPORT
Dr. Fierro stated that the Chancellor's Office has shared an unofficial process for local district goal setting for 2018-19. The process provides steps for developing college-level goals that align with the systemwide goals in the Vision for Success, are measurable numerically, and specify a timeline for improvement. The steps include reviewing baseline data and reporting on our goals development process by December 15, reviewing college plans to identify current improvement priorities, gathering input through community dialogue to set local goals, and submitting board approved aligned and measurable goals to the Chancellor's Office by May 31, 2019. Dr. Fierro stated he will share more information as it is received.

Dr. Fierro also stated that there has been much conversation at the state level regarding the 2019-20 budget, and increased advocacy for the release of dollars for capital construction and also COLA. An advocacy day is scheduled for Wednesday, December 5.

ADJOURNMENT
Meeting adjourned at 2:46 p.m.

Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

Academic Excellence Committee
Co-Chairs: Teresa Cheatham and David Betancourt
Oct. 16, 2018
11:00 a.m., CTX Conference Room

AGENDA

1. AEC 2018-2019 Activity Timeline
   October: Send invitation letters to president, board members, & VPs
   November: Division Reps give information at Division meetings
   December: Division Reps remind faculty regarding AEA forms (forms out in January)
   Monday, January 14, 2019: Nomination forms distributed to faculty
   Tuesday, January 15, 2019: Student data distributed to department chairs
   Thursday, February 7, 2019: Signed Nomination forms with transcripts attached are due to Division or AEC Representative; Submit digit files to David between Feb. 7-19
   Tuesday, February 19, 2019: Check names on transcripts and narratives
   Tuesday, March 5, 2019: AEA student photo session
   Tuesday, March 26, 2019: Check names on plaques and N/S line up list
   Thursday, April 4, 2019 at 7:00 pm: Academic Excellence Awards Program in Burnight Theatre

2. Discuss Keynote Speaker Possibilities:
   - Bio submission/discussion
   - Recent Speakers: Cagnolatti, Pereira, Fronke, Mixson, Gaik, Hoppe-Nagao, Carroll, Rose, Clifford,
   - Recently Considered: Michelle Lewellen, Psychology and Carlos Mera, Physics
   - Future Speaker: Eddie Iniquez, Cerritos College Alumni and Harvard MBA Student

3. Items from the Floor

4. 2018-2019 Committee Calendar
   Tuesday, October 16, 11am, CTX Conference Room
   Tuesday, November 20, 11am, CTX Conference Room
   Tuesday, January 15, 11am, CTX Conference Room
   Thursday, February 7, NOMINATION FORMS ARE DUE!
   Tuesday, February 19, 11am, CTX Conference Room (check transcripts and narratives)
   Tuesday, March 5, 11am, Student Center Stage (photo reception and meeting)
   Tuesday, March 26, 11am, CTX Conference Room (check plaques and N/S line up)
   Thursday, April 4, 7pm, Burnight Theater Academic Excellence Awards Ceremony
   Tuesday, April 16, 11am, CTX Conference Room (lunch)

____ Abbruzzese, Mark
____ Aguirre, Selene
____ Betancourt, David
____ Carroll, Dani
____ Cheatham, Teresa
____ Gersitz, Lorraine
____ Graf, Marvelina
____ Gregory, Christine
____ Johnson, Debra
____ May, Russell
____ Miller, Natoya
____ Murguia, Stephanie
____ Samarin, Rachel
____ Smith, Felicia
____ Szabo, Thad

Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650

Academic Excellence Committee
Co-Chairs: Teresa Cheatham and David Betancourt
Oct. 16, 2018
11:00 a.m., CTX Conference Room

AGENDA OUTCOMES

__x__	Abbruzzese, Mark
__x__	Aguirre, Selene
__x__	Betancourt, David
__x__	Carroll, Dani
__x__	Cheatham, Teresa
____	Gersitz, Lorraine
____	Graf, Marvelina
__x__	Gregory, Christine
__x__	Johnson, Debra
____	May, Russell
____	Miller, Natoya
____	Murguia, Stephanie
____	Samarin, Rachel
____	Smith, Felicia
__x__	Szabo, Thad

1. Save the Date to Board Members was sent out (Teri). FYI: Marisa Perez has already RSVP'd.

2. Invitation letters to president, board members, & VPs will be sent out by the end of the month (Teri).

3. For November, reminders will be emailed to reps to mention to their divisions the requirements for student nominations. (David)

4. Carlos Mera from Physics was nominated as the keynote speaker. David will contact him to see if he will accept the invitation. If not, David will let everyone know, so they can bring forward their nominations at the next meeting.

5. It was suggested to make posters and hang them around campus to advertise the Academic Excellence Awards ceremony (Mark). Will discuss at November meeting.

6. It was suggested to add dancers to the Academic Excellence Awards ceremony or reception (Christine).

7. 2018-2019 Committee Calendar

Tuesday, November 20, 11am, CTX Conference Room
Tuesday, January 15, 11am, CTX Conference Room
Thursday, February 7, NOMINATION FORMS ARE DUE!
Tuesday, February 19, 11am, CTX Conference Room (check transcripts and narratives)
Tuesday, March 5, 11am, Student Center Stage (photo reception and meeting)
Tuesday, March 26, 11am, CTX Conference Room (check plaques and N/S line up)
Thursday, April 4, 7pm, Burnight Theater Academic Excellence Awards Ceremony
Tuesday, April 16, 11am, CTX Conference Room (lunch)

CURRICULUM COMMITTEE 2018/2019

- Guided Pathways
- Chancellor's Office Continued Streamlining
  - Annual Credit Course and Program Certification Memo
  - BP 4024 – Hours to Units Calculation/Cooperative Work Experience
- AB 705
  - English & Math – maximize probability to complete transfer level in 1 year (Fall 2019)
  - ESL – maximize probability to complete transfer level in 3 years (Fall 2020)

UNIT VALUE CHANGE FOR APPROVED CERTIFICATES OF ACHIEVEMENT

CURRENT CERTIFICATE UNIT VALUE

- **Certificate of Achievement** 18 units and above
- **Certificate of Achievement** 12 units to fewer than 18 units
- **Verifications of Completion** <12 units/non transcripted

CHANGING CERTIFICATE UNIT VALUE

- **Certificate of Achievement** 16 units and above
- **Certificate of Achievement** 8 units to fewer than 16 units
- **Verifications of Completion** <8 units/non transcripted

VERIFICATION OF COMPLETION
MUST MAKE COMPLIANT
11 PROGRAMS

- American Sign Language – 16
- Automotive Collision Repair
  - Structural Damage Specialist – 17.5
  - Damage Appraisal – 16.5
- Automotive Mechanical Repair
  - Brakes, Suspension, and Steering - 16
  - Fleet Preventative – 17
- Business Administration – 17
- Engineering Design Technology
  - Machine Design and Manufacturing – 16
  - 3-D Parametric Modeling Design and Presentation - 16
- Machine Tool Technology – MasterCAM – 16.5
- Photojournalism – 17
- Teaching Beginning Piano – 16.5

VERIFICATION OF COMPLETION
CAN SEEK APPROVAL
18 PROGRAMS

- Occupational Preparedness in Desktop Publishing/Journalism – 15
- Automotive Collision Repair
  - Customizing and Fabrication – 15.5
  - Custom Painting – 13.5
- Automotive Mechanical Repair
  - Advanced Electrical and Diagnosis – 14
  - Engine Repair and Operations – 14
- Engineering Design Technology
  - Sheet Metal Layout Applications With 3-D Parametric Solid Modeling – 14
  - Engineering Design and Production Technology – 14
- Mass Communications
  - Broadcast Journalism – 12
  - Desktop Publishing – 15
  - Online Journalism – 15
- Fine Art Photography – 15
- Occupational Preparedness in Photography - 15
- Traditional Black-and-White Photography - 8
- Teaching Intermediate Piano – 13.5
- Plastics and Composites
  - Moldmaking Specialty – 9.5
  - Fiberglass/Composites Repair Specialty – 8
- Real Estate – 12/13
- Entertainment Technology - 10

Coordinating Committee 10/22/18

Sabbatical Committee Report

EMP C – PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

1. Six applicants for 2019-2020 currently being processed.
    a. All have requested one year leaves at 100% compensation
    b. Divisions represented: Counseling, Fine Arts, Liberal Arts, SEM, Business, Library
2. Committee process for applications
    a. Members evaluate applications
    b. Committee meets to discuss and coordinate feedback
    c. Interviews held with each applicant to discuss feedback
    d. Two revision cycles stipulated in the contract: first of two weeks, second if needed, for one week
    e. Committee and applicants are using Canvas to post and evaluate revisions
3. Estimate applications processed by committee end of fall semester
    a. Forward to Faculty Senate beginning of spring semester
    b. To administrators immediately following
    c. Schedule on BOT agenda as soon as possible
4. Four faculty currently out on sabbatical leave
    a. Sheela Hoyle - Counseling
    b. Tor Lacy - Geography
    c. Julie Trager - Fine Arts
    d. Kevin Taylor - Technology
5. Four faculty have returned after sabbatical leave 2017-2018
    a. Kimberley Duff - Psychology
    b. Patty George - Math
    c. Frank Gaik - English
    d. Lance Kayser - English
    e. Reports due last week of this semester
    f. Required orientation for report writers this fall was conducted on Thursday, Sept 27
6. Committee process for reports – will begin in early spring semester
    a. Members evaluate applications
    b. Committee meets to discuss and coordinate feedback
    c. Mentors communicate feedback to report writers
    d. Two revision cycles stipulated in the contract: first of two weeks, second if needed of one week
    e. Committee and report writers are using Canvas to post and evaluate reports and revisions
7. Estimate reports processed by mid-spring semester
    a. Forward to Faculty Senate as soon as finished
    b. To administrators immediately following
    c. Schedule on BOT agenda as soon as possible
    d. Report writers have been notified to prepare to present their projects to the BOT

2018-2019 Sabbatical Committee Roster

Division	Representative	e-mail	Extension
Counseling	Marvelina Graf	mgraf@cerritos.edu	2140
Fine Arts	Christine Lopez	clopez@cerritos.edu	2632
LA	Kolleen Kalt	kkalt@cerritos.edu	2821
Business	Teresa Alenikov	talenakov@cerritos.edu	2729
Social Science	Julie Davis	jdavis@cerritos.edu	2725
Library	Paula Pereira	ppereira@cerritos.edu	2423
SEM	Manuel Lopez	mlopez@cerritos.edu	2622
Technology	Tony Fortner	afortner@cerritos.edu	2985
Health Occ	Julie Bathke (Chair)	jbathke@cerritos.edu	2580
HPEDA	Vacant		

COLLEGE COMMITTEE ON STUDENT EQUITY
(approved 2/09/15)

A. Purposes

- Supports the development, implementation, and assessment of ~~Student Equity Plan~~ triple integrated BSI/3SP/Student Equity Plan goals, activities, and expected outcomes
- Administers categorical Student Equity funding request and granting processes, including allocation recommendations to the Executive Council
- Monitors trends and practices on issues within the committee's scope and communicates them to the college

B. Subcommittees

Appointed as necessary

C. Chairperson(s) (how selected/elected)

1. The Vice President of Academic Affairs/Assistant Superintendent and the Vice President of Student Services/Assistant Superintendent are the Co-Chairpersons.

2. It is the responsibility of the Co-Chairpersons to prepare and distribute agendas and minutes, conduct meetings, forward recommendations to the College Coordinating Committee and/or Executive Council, and maintain the Committee website.

D. Other Officers (if any)

None

E. Membership (~~27~~ 30 members)

- Constituent Group Membership
  4 student representatives appointed by ASCC
  4 faculty representatives (3 appointed by Faculty Senate, 1 appointed by CCFF)
  ~~2~~ 3 classified representatives appointed by CSEA
  3 management representatives appointed by ACCME

- Faculty Resources Leadership – Academic Affairs
  1 faculty representative from English Department
  1 faculty representative from Math Department
  1 faculty representative from iFALCON or Developmental Education Coordinator or designee

- Faculty Resources Leadership – Student Services
  1 faculty representative from General Counseling
  1 faculty representative from Instructional Counseling
  1 faculty specialist/counseling representative from DSPS

- Functional Resource Personnel (ex-officio)
  EOPS Assistant Director
  Associate Dean of Adult Education/Diversity Programs
  Dean of Counseling Services
  Dean of Institutional Effectiveness, Research and Planning
  Vice President of Business Services/Assistant Superintendent or designee
  Vice President of Human Resources/Assistant Superintendent or designee
  Director of Diversity, Compliance, and Title IX Coordinator
  Program Facilitator of Student Equity, Cross Culture, and Title IX Resources

- Co-chairs
  Vice President of Academic Affairs/Assistant Superintendent
  Vice President of Student Services/Assistant Superintendent

F. Terms of Office

1. Three-year staggered terms not to exceed two consecutive terms for appointed positions when possible. Exceptions will be considered by the College Coordinating Committee. Appointees with subject-area expertise may be requested from the representative groups.

2. ASCC representatives will serve one-year terms.

G. Quorum

The committee will review its quorum requirement at the beginning of each academic year. The current quorum requirement is one-third plus one of the committee membership. All recommended revisions must be forwarded to the Coordinating Committee for review. The quorum requirement will be posted on the committee website.

H. Decision-making Process

Consensus shall be the preferred decision-making process. If consensus cannot be achieved, the committee shall use majority vote of members present and voting as its decision-making method.

I. Reporting Guidelines

All actions of the College Committee on Student Equity and its subcommittees will be communicated to the College Coordinating Committee in the form of minutes, committee and subcommittee reports. The Co-Chairpersons will be responsible for maintaining relevant committee information on the website. (See Appendix D, Guidelines for Committee Websites)

J. Meetings (day and time)

Monthly, during the fall and spring semesters, on the second Wednesday at 3:00 p.m.

COLLEGE COMMITTEE ON WEB STANDARDS

A. Purposes

- Participates in the development of standards for the operation and maintenance of web sites hosted, branded and/or identified as a Cerritos College web site
- Recommends standards for the college web site for graphic design and branding, consistent with college branding initiatives, accuracy and currency
- Recommends college web site posting standards to comply with copyright and intellectual property rights
- Recommends standards and protocols for compliance with the Americans with Disabilities Act (ADA) and Sections 504 and 508 of the Rehabilitation Act for the college web presence
- Monitors trends and practices on issues within the committee's scope and communicates them to the college

B. Subcommittees

Appointed as necessary

C. Chairperson (how selected/elected)

1. The Director of College Relations, Public Affairs and Governmental Relations is the Chairperson.

2. It is the responsibility of the Chairperson to prepare and distribute the agenda, conduct meetings, forward recommendations to the College Coordinating Committee, and maintain the Committee website.

D. Other Officers (if any)

None

E. Membership (18 members – *revised 2/11/13, 10/20/14, 10/22/18*)

Director of College Relations, Public Affairs and Governmental Relations
Web Administrator (currently vacant and not included in quorum)
Manager of Information Technology
~~Dean of Academic Success~~
~~Dean of Disabled Student Programs & Services~~
2 management representatives appointed by ACCME
~~Senior Technical Support Specialist in Information Technology~~
Senior Accessibility Compliance Specialist
Web Support Technician
Multimedia Production Specialist I
4 faculty representatives appointed by Faculty Senate

1 faculty representative appointed by CCFF
2 classified representatives appointed by CSEA
1 confidential representative appointed by confidential employee group
~~ASCC Commissioner of Information Technology~~
~~1~~ 2 student representatives appointed by ASCC

F. Terms of Office

1. Three-year staggered terms not to exceed two consecutive terms for appointed positions when possible. Exceptions will be considered by the College Coordinating Committee. Appointees with subject-area expertise may be requested from the representative groups.

2. The ASCC representatives will serve one-year terms.

G. Quorum

The committee will review its quorum requirement at the beginning of each academic year. The current quorum requirement is 40% of the committee membership. All recommended revisions must be forwarded to the Coordinating Committee for review. The quorum requirement will be posted on the committee website.

H. Decision-making Process

Consensus shall be the preferred decision-making process. If consensus cannot be achieved, the committee shall use majority vote of members present and voting as its voting method.

I. Reporting Guidelines

All actions of the College Committee on Web Standards will be communicated to the College Coordinating Committee in the form of minutes and committee reports. The Chairperson will be responsible for maintaining relevant committee information on the website. (See Appendix D, Guidelines for Committee Websites)

J. Meetings (day and time)

To Be Determined

AP 4024 CREDIT HOURS AND UNITS

References:

Title 5 Sections 55002, 55002.5, 55100, 55130, 55256.5, and 58003.1;
34 Code of Federal Regulations Sections 600.2 and 668.8

Title 5 (§55002 and §55002.5) provides minimum hour-to-unit ratios and minimum unit increments at California Community Colleges. One credit hour of community college work (one unit of credit) shall require a minimum of 48 semester hours of total student work or 33 quarter hours of total student work, which may include inside and/or outside-of-class hours. As course contact hours increase, additional credit shall be awarded in half unit increments per the above hour-to-unit ratio standards (for example, a course that provides at least two units of credit shall require a minimum of 96 semester hours of total student work). A credit course shall not be offered for zero (0) units.

The Cerritos Community College District has established a relationship between the number of units assigned to a given course and the number of hours in the course outline of record. For each one unit of credit the standard is a minimum of:

- 18 lecture contact hours plus a minimum of 36 additional hours of related independent student work; OR
- 54 laboratory or activity contact hours.

Cooperative work experience courses shall adhere to the formula for credit hour calculations identified in Title 5 §55256.5. Title 5 §55256.5 provides specific hour-to-unit ratios for Cooperative Work Experience. The ratios are 75 hours of paid work experience for one unit of credit and 60 hours of non-paid work experience for one unit of credit.

Credit for clock hour designated programs shall be awarded consistent with Title 34 Code of Federal Regulations Part 600.2. The Code of Federal Regulations defines clock hour programs (34 CFR 668.8). Clock hour programs are required to use the formula for calculating units of credit that is contained within the code.

Title 5 §58003.1 requires the governing board of each community college district to establish a single primary term length for credit courses that are scheduled regularly with respect to the number of days of the week and the number of hours the course meets each week, inclusive of holidays. The Cerritos Community College District has established a standard term length of seventeen and a half (17.5) weeks.

The District shall provide annual certification to the California Community Colleges Chancellor's Office pertaining to the approval of credit courses and credit programs as required under Title 5 §55100 and §55130.

Office of Primary Responsibility: Vice President, Academic Affairs

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Date Approved: October 22, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 58

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

ACTION
This item is presented for informational purposes only.

FISCAL IMPACT
Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY
This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation, as appropriate. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, as appropriate, and may include outside public sector expertise or consultants.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

Cerritos Community College District
Board Meeting: November 14, 2018
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
17P005	Architectural Services for the Student Services and Administration project	TBD	Perform the architectural services required under Title 24 of the California Code of Regulations for the complete design and approval (including incorporation of mechanical, electrical, civil, and other design disciplines as required), cost estimation, and state submittal processes in conjunction with the District's staff and District's program/construction manager for the construction of a facility for student services and administration project	Business Services
17C0023	Food and/or Concession Services	September 26, 2017	Provide food and/or concession services at designated vendor locations on campus	Student Services
18C0107	ADA Self Evaluation & Transition Plan Services	October 23, 2018	Assist and provide the District with the creation of an American with Disabilities (ADA) Self Evaluation Report and Transition Plan for implementation	Business Services
18P002	Engineering Services for Measure G and Campus-Wide Facilities Projects	TBD	Conduct a request for qualifications (RFQ) solicitation process in order to establish a pool of engineering firms that will be given an opportunity to be selected to perform engineering services for a variety of bond and/or campus-wide facilities projects	Business Services

*Future dates are subject to change. See http://cms.cerritos.edu/purchasing/bids-and-proposals.htm for up-to-date information about RFP and RFQ releases.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 59

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: **Receive an Addendum to the March 28, 2018, 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, 2018 - June 30, 2021, and Notification of a Public Hearing at the December 12, 2018, Regular Board Meeting**

ACTION

It is recommended that the District receive the attached addendum to the March 28, 2018, initial proposal from CSEA Chapter #161, for negotiation of the CSEA District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, and that a public hearing in accordance with State Government Code section 3547 be scheduled for the December 12, 2018, regular Board meeting.

FISCAL IMPACT

The financial implications are contingent on the results of negotiations.

REPORT SUMMARY

In accordance with State Government Code section 3547, all initial bargaining proposals of an exclusive bargaining representative shall be presented at a public meeting of a public school employer and, thereafter, shall be public record. The CSEA, Chapter #161, hereby presents an addendum to the March 28, 2018, initial proposal to the Cerritos Community College District. Pursuant to Board Policy (BP) 2610 and Administrative Procedure (AP) 2610, CSEA, Chapter #161, has submitted an addendum to the March 28, 2018, initial proposal to the District for negotiation of the provisions of the CSEA-District Collective Bargaining Agreement. This addendum to the March 28, 2018, initial proposal shall be available for public review in the President/Superintendent's Office from November 14, 2018 through December 12, 2018 and the public shall have an opportunity to respond to this addendum to the March 28, 2018, initial proposal during a public hearing at the December 12, 2018, regular Board meeting.

The attached addendum to the March 28, 2018, initial proposal was submitted by CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, pursuant to the provisions of Article 2 and Article 28 of the CSEA-District Collective Bargaining Agreement. Per AP 2610, the public shall have an opportunity to respond to the CESA addendum to the March 28. 2018, initial proposal at a subsequent Board meeting. A public hearing will be placed on the December 12, 2018, regular Board meeting agenda and the public shall have an opportunity to comment on the addendum to the March 28, 2018 initial proposal. Following the public hearing, the Board, at either the December 12, 2018, meeting or a subsequent meeting, shall discuss and acknowledge official receipt of CSEA's addendum to the March 28, 2018, initial proposal.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
CSEA Chapter #161 Addendum to the March 28, 2018, Initial Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018 - June 30, 2021.

CSEA Chapter 161

Memorandum

TO: Dr. Adriana Flores-Church, Vice President of Human Resources

FROM: Lynn Laughon, President CSEA Chapter #161 LL

DATE: October 8, 2018

SUBJECT: CSEA Chapter #161's Proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018, and ending June 30, 2021 re-openers.

addendum to it's RAW

The following represents CSEA and its Chapter #161's initial proposal of the Collective Bargaining Agreement between CSEA Chapter #161 and the District, as per Article 2, for the period beginning July 1, 2018, and ending June 30, 2021 re-openers.

ARTICLE 25: Professional Growth

CSEA, Chapter #161 proposes to negotiate in whole or in part, the above stated article.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 60

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Employment Selection Procedures for Vice President – Presented for Information Only

ACTION
Presented for information only

FISCAL IMPACT
None

REPORT SUMMARY
Human Resources and a representative from Faculty Senate developed a draft of the Employment Selection Procedures for Vice President and presented it to the DEEOAC on March 20, 2018. An announcement was shared with all constituent groups and Faculty Senate in Spring of 2018, revisions were made on August 15, 2018. The revised draft was reviewed by the DEEOAC and Faculty Senate on August 28, 2018, and was presented and approved with amendments by the Coordinating Committee on October 8, 2018.

NOTICING REQUIREMENTS
None is required beyond posting of this item on the agenda.

ATTACHMENT(S)
Employment Selection Procedures for Vice President

CERRITOS COMMUNITY COLLEGE DISTRICT

VICE PRESIDENT
EMPLOYMENT SELECTION PROCEDURES

The purpose of the District's employment selection procedures is to ensure a fair and equitable process by which all qualified candidates can be considered and given the opportunity to compete for employment with the District. The recruitment and selection process involves the efforts of all the members of the campus community. Each member plays an important role in selecting a qualified candidate to recommend to the Board of Trustees.

1. EMPLOYMENT REQUEST

1.1 Initiate Employment Request Form

The President/Superintendent initiates an Employment Request Form. Employment Request Forms are four-part forms that may be obtained in the District's Human Resources Office.

1.2 Signatures Required

The Employment Request Form must be signed by:

- The President/Superintendent
- The Business Services Budget Department which supplies a position control number indicating that funds are available and authorized in the District's budget to support the position.
- Human Resources which authorizes posting the position and initiating the employment selection process.

1.3 Draft Job Announcement

After receipt of all authorizing signatures, Human Resources will draft a job announcement and submit to the President/Superintendent or designee for review.

1.4 Profile Statement

A profile statement will include the major functions of the Vice Presidential position. A profile statement may include current initiatives or programs which the position will oversee and any other information that may attract qualified candidates. The President/Superintendent or designee will draft the profile statement in order to assist in recruiting candidates.

The job announcement requires a statement which "includes sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students." (Title 5, § 53022)

2. JOB ANNOUNCEMENTS

2.1 Review of Draft Job Announcement

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The draft job announcement will be sent to the Faculty Senate, Classified, Confidential, and Management leadership for review. This review will not exceed five business days. After review, the draft job announcement will be sent to the President/Superintendent, the Director of Diversity, Compliance, and Title IX Coordinator, and the Vice President of Human Resources or designee for approval.

2.2 Final Job Announcement

Human Resources will prepare and publish the final job announcement for a position based on the profile statement, the State-mandated minimum requirements for the position and the Board-approved requirements for the position. Job announcements will include pertinent information such as salary, benefits, closing date, and application procedures. In addition, the job announcement will include statements about our institution's values regarding equity, diversity, and inclusion.

2.3 Qualifications in Job Announcement

Job announcements will include the Board-approved qualifications for the position and any preferred qualifications for the position. Preferred qualifications may be developed by the President/Superintendent.

3. TEMPORARY ASSIGNMENTS AND ITS RECRUITMENT

3.1 Acting and Interim Assignments:

When a Vice President is on extended leave or until the District completes recruitment for the vacant position, the President/Superintendent may:

- Appoint a current manager who meets the minimum qualifications to serve as an Acting Vice President; the assignment shall be approved by the Board of Trustees and will not exceed two years in duration.

OR

- Enter into a professional contract with an individual, not currently employed by the District, who meets the minimum qualifications for the position; the Interim assignment will be approved by the Board of Trustees and will not exceed two years in duration.

3.2 Acting and Interim Recruitment

The District may conduct an internal or external recruitment for an interim Vice President when a Vice President is on extended leave or until the District completes recruitment for the vacant position.

For internal recruitments, an announcement will be made via the Daily Falcon and posted on the Human Resources webpage. The recruitment period for the Acting Vice President will last at least fourteen (14) business days after the date of the electronic publication date in the Daily Falcon. The President/Superintendent will review the

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application materials, select candidates for interview, and conduct interviews. The appointment will be approved by the Board of Trustees and will not exceed two years in duration.

For external recruitments, the President/Superintendent may hire a consulting firm to fill the Interim Vice President position.

An acting or interim Vice President interested in the position on a permanent basis must apply for the position when it opens for recruitment.

4. RECRUITMENT FOR REGULAR POSITIONS

The District will conduct external recruitments for permanent Vice President positions to attract qualified applicants. The District will, conduct a nationwide search.

4.1 Minimum Recruitment Efforts

The District's recruitment efforts will, at a minimum, include:

- Listing the management job announcement on the District's website and posting the job announcement in Human Resources.
- Posting the job announcement in California Community Colleges Registry.
- Posting the job announcement at CalJobs through the State Employment Development Department.
- Mailing or emailing the job announcements to those agencies/persons on the list established pursuant to the District's EEO Plan.

4.2 Additional Recruitment Efforts

A consulting firm may be selected to assist in the recruitment process for Vice President positions. All targeted recruitment efforts will be approved by the Vice President of Human Resources or designee and the Director of Diversity, Compliance, and Title IX Coordinator.

4.3 Length of Recruitment

All Vice President positions will be open for recruitment on the day that the job announcement is placed on the Human Resources webpage. The recruitment will remain open to accept applications for a minimum of six (6) weeks.

5. PROHIBITIONS TO SERVING ON A SELECTION COMMITTEE

5.1 Family Relation

An individual is not eligible to serve on a Selection Committee if he/she is related to an applicant for the position. For the purposes of this procedure a relative includes: father, mother, brother, sister, spouse, domestic partner, child, grandchild, stepparent,

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stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, aunt, uncle, cousin, niece, nephew, foster child of the individual or any person living in the individual's immediate household

5.2 Personal Relationship

An individual is not eligible to serve on a Selection Committee if he/she has a personal relationship with an applicant for the position. A personal relationship is not a working relationship. A personal relationship is one in which the nexus of the relationship is not professional, (i.e. personal friends, neighbors, someone the individual dates.)

5.3 Conflict of Interest

An individual is not eligible to serve on a Selection Committee if that individual shares or has shared a financial interest, an income or a property interest with an applicant for the position.

6. SELECTION COMMITTEE COMPOSITION

6.1 Prior to the assignment of members to the Selection Committee, the President/Superintendent and Human Resources will establish a timeline (specific dates/deadlines) for the screening process and interview process. Constituent groups shall ensure that their representatives are available during the established timeline before nominating them to the committee.

6.2 Members of a Vice President of Business Services and Vice President of Human Resources Selection Committee

- A Vice President appointed by the President
- Two (2) ACCME managers appointed by ACCME
- Two (2) classified representatives appointed by CSEA
- One (1) confidential representative appointed by its leadership
- Two (2) full-time faculty representatives appointed by the Faculty Senate
- One (1) student representative appointed by ASCC.

6.3 Members of Vice President of Academic Affairs and Vice President of Student Services Selection Committee

- A Vice President appointed by the President
- Three (3) ACCME managers appointed by ACCME
- Four (4) full-time faculty representatives appointed by the Faculty Senate.
- One (1) classified representative appointed by CSEA
- One (1) confidential representative appointed by its leadership
- One (1) student representative appointed by ASCC.

6.4 Non-Voting Members

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The District permits the Selection Committee to include non-voting representatives on the Committee. The Selection Committee may find it beneficial to solicit the input of a person with special knowledge and expertise by inviting that person to join the Committee in a non-voting capacity (e.g. a Vice President from another community college with specialized knowledge and experience in the field of the recruitment).

Non-voting members will be invited to serve on the Committee in a limited capacity. The non-voting member will not screen the applications and will not select candidates for interview. However, the non-voting member will review the files of the candidates chosen by the Selection Committee for interview; will participate in the interviews; and will provide input to the Committee on the recommendation of finalist candidates.

6.5 Selection Process Monitor

Every Selection Committee will have a Process Monitor who has been appropriately trained to fill this role as described in the District's EEO Plan. The Process Monitor for Vice President positions will be appointed by Human Resources.

The primary responsibility of the Process Monitor is to ensure that District procedures are followed in the selection process. The Process Monitor will serve as a resource to the Selection Committee to answer questions and act as the timekeeper for the Committee. After the Selection Committee recommends finalist candidates, the Process Monitor will sign a statement indicating that, to the best of the Monitor's knowledge, the Committee followed the District's employment selection procedures in making the finalist candidate recommendation.

7. ELECTION AND DUTIES OF COMMITTEE CHAIR

7.1 Election of Selection Committee Chair

By simple majority vote, the Selection Committee may elect one (1) voting member to serve as the Selection Committee Chair.

7.2 Duties of the Selection Committee Chair

The Selection Committee Chair will lead the activities of the Selection Committee including:

- Coordinating/communicating with Human Resources at all stages of the selection process.
- Bringing selection committee files to the committee meetings.
- Leading discussions on the development of the screening tool, interview questions and any skills testing.
- Leading discussions on candidate qualifications in the selection of candidates for interviews.
- Greeting each candidate at interview, describing the interview process to the

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candidate, including the time allotted for the interview and any specific exercises and/or skills tests during the interview process; and facilitating the introductions of the Committee members.

- Maintaining the committee's professionalism and ensuring all candidates are treated with respect.
- Asking the first and the last question in the interview process.
- Leading discussions of candidate qualifications final interview.
- Taking careful notes of what the Committee members determined were the strengths and weaknesses of each finalist candidate.

The Selection Committee Chair will make every effort to ensure that the considerations of all Committee members are heard and considered. The Selection Committee Chair will ask each Committee member for input in Committee discussions and will conduct voting procedures if decisions are not made by consensus.

The Selection Committee Chair will participate as a member of the Finalist Interview Committee. The Finalist Interview Committee is not a voting body but rather an advisory committee to the President/Superintendent in making a recommendation to the Board of Trustees.

The Selection Committee Chair's duty is to participate in the final interviews and to provide the President/Superintendent with the findings of the Selection Committee as to each candidate's strengths and weaknesses using the notes taken at the discussion with the Selection Committee and other relevant materials from the interview process.

8. CONFIDENTIALITY AND RECORD-KEEPING

During the Selection Committee process, all members of the Selection and Finalist Interview Committees serve as agents of the Board of Trustees in reading applications, interviewing candidates, participating in deliberations and making recommendations of candidates. Two of the most important functions which Committee members perform are maintaining the confidentiality of the process and producing accurate and reliable records of the process.

8.2 Confidentiality

Each Committee member must agree to maintain the confidentiality of the selection process in order to be eligible to serve in a selection process. The information which should be treated with confidentiality includes, but is not limited to:

- Names of applicants;
- Interview questions, the screening tool, and any skills testing or exercises.
- Information contained in applications, including the District application forms, candidates' résumés, candidates' letters of application, candidates' transcripts, and letters of recommendation, if any.
- Information about candidates' performance in interviews and/or skills testing or exercises.

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- Deliberations, scoring and/or comments of Selection Committee members in the Selection Committee process.

The guarantee of confidentiality ensures that candidates may apply for positions at the District and that the information supplied to the District will not be shared. This encourages candidates to be forthcoming in their applications and to feel safe in having open, honest and frank discussions with the Selection Committee. The guarantee of confidentiality also provides a secure environment for the Selection Committee to have thorough discussions about candidates' qualifications and about how the candidates meet the needs of the department, division or area.

In order to further ensure confidentiality, all application materials will be retained in Human Resources unless removed to the location at which the Selection Committee is meeting to discuss the applications. All screening tools, interview questions and skills testing or exercises will be maintained in Human Resources. Each Selection Committee member will have a file and any notes or scores will be maintained in that file in Human Resources.

8.3 Record-keeping

The District will retain all records required by Title 5 regarding recruitment and hiring. All of the materials submitted by candidates in a selection process become records of the District. Selection Committee members should not mark up, correct or in any way alter the records which the candidates submit.

All of the materials developed by the Selection Committee are the District's records. This includes notes on the development of the screening tool, interview questions, skills testing and/or exercises, notes about candidates' qualifications or responses to interview questions, scores, and spreadsheets. Selection Committee members are encouraged to take notes which indicate the strengths and weaknesses of each candidate for the District's records. Selection Committee members are the District's record-keepers.

All materials submitted by the candidates and produced by the Selection Committee members are deemed to be Class 3 District records and will be maintained for a period of at least three (3) years pursuant to state law and regulations.

9. SELECTION COMMITTEE TRAINING

All individuals who participate on a Selection Committee, whether or not they are voting members, will complete and maintain currency in Selection Committee Training. All Selection Committees will have a Selection Process Monitor who has completed Selection Process Monitor Training.

9.1 Selection Committee Training

All individuals who participate on a Selection Committee will receive appropriate

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training on the District's selection procedures and requirements of Title 5 and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Faculty and Staff Diversity Officer will ensure that the training addresses the requirements of Title 5 and best practices for Selection Committee members.

All Selection Committee members must complete Selection Committee Training. After the initial training session, members must complete an online or in-person training session at least once every two (2) years prior to service. Selection Committee Training workshops will be offered through the Staff Development Department by Human Resources.

It is the responsibility of the Selection Process Monitor and Human Resources to ensure that all Selection Committee members have current training.

An in-person Selection Committee Training will be offered a minimum of four (4) times per calendar year. Online Selection Committee Training will be available year-round. It is each member's responsibility to complete a training session in order to participate on a Selection Committee. A member may not be appointed to a Selection Committee until the training is completed.

9.2 Selection Process Monitor Training

Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the Committee.

It is the responsibility of the Selection Process Monitor to certify that all Selection Committee members, as required, follow District procedures and federal and state laws during the selection process. In addition, the Selection Process Monitor will act as a resource for selection procedures and as a liaison with Human Resources during the process and will ensure that necessary forms and paperwork are completed in the process.

The Selection Process Monitor will complete online or in person training at least once every two (2) years to remain current in the laws and procedures of the District with regard to selection and employment.

Selection Process Monitor Training is offered through the Staff Development Department by Human Resources. Selection Process Monitor Training will be offered in person a minimum of two (2) times per calendar year and will be available year-round online.

10. MEETINGS OF THE SELECTION COMMITTEE

10.1 Selection Committee Meetings

Meetings of the Selection Committee must be scheduled when all Committee

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members are able to attend. The Selection Committee will not meet when one (1) or more voting members are not present. The Committee cannot meet unless the Process Monitor is present at the meeting. The Committee may meet when a non-voting member is not present.

10.2 Emergencies

Situations may occur which cannot be foreseen or controlled. If a Committee member fails to complete the screening prior to the meeting to select candidates for interview, the Committee must reschedule that meeting. If a Selection Committee member has completed screening and is unable to attend the meeting to select candidates for interview, the Committee will first try to reschedule the meeting. If the absent Committee member will not be available for a prolonged period of time, e.g. more than a week, the Committee may:

- Allow Human Resources to contact the constituent group of the absent member to appoint an alternate member to the Committee. The Committee will then meet when the alternate member has completed screening; or
- If time does not permit, the absent Committee member's scoring sheets will be shredded and the Committee will select candidates for interview with the Committee members who are present.

If a Selection Committee member is unable to attend interviews once the candidates are selected, the Committee may:

- Allow Human Resources to contact the constituent group of the absent member to appoint an alternate member to the Committee. The alternate Committee member must read the files of the candidates who were selected to interview and may participate in the interview process; or
- If time does not permit, the Committee will conduct interviews with the Committee members who are present.
- If a committee member attends one (1) or more interviews but is unable to attend all interviews, the absent committee member will not continue to participate in the interview process or in the selection of the finalist candidates. The absent committee member's scoring sheets and notes will be shredded. The Committee will select finalist candidates with only the committee members who are present for all interviews.

10.3 First Meeting of the Selection Committee

The first meeting or meetings of the Selection Committee should be scheduled prior to the closing date of the recruitment. At the first meeting or meetings, the Committee members will:

- Ensure that all members have Selection Committee training.
- Elect a Chair of the Committee.

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- Develop a screening tool.
- Develop interview questions and any skills testing.
- Calendar the dates on which the Committee will meet to select interview candidates and the dates on which interviews will be conducted.

If the selection process is managed by an outside recruitment/selection firm, the content of the first meeting may vary. The candidate files will not be released to the Selection Committee for screening until these tasks are completed. All notes of the Selection Committee will be retained in files in Human Resources. Human Resources will provide screening tools, interview questions, skills testing tools, and other relevant materials from previous selection committees to the current Selection Committee.

The Selection Committee may use these materials to assist in the development of screening tools, interview questions, skills testing tools, and other evaluative materials relevant to the current recruitment.

10.4 Subsequent Meetings of the Selection Committee

Selection Committee members will meet as a Committee to select candidates for interview and to conduct candidate interviews. Selection Committee members should be mindful in selecting a site for candidate interviews that the site should make the candidate comfortable and will represent the campus to the candidates. Human Resources will contact candidates to schedule interviews.

11. CANDIDATE ASSESSMENT BY THE SELECTION COMMITTEE

11.1 First Meeting

The Selection Committee, at its first meeting, will design the selection process which it intends to use. The Selection Committee may designate a subcommittee to review minimum qualifications for education and experience.

The Selection Committee may use various means to assess each candidate's education, experience, knowledge, skills and abilities. The Selection Committee may include, but is not limited to, traditional paper and pencil tests, performance tests of physical, educational, and work experience requirements, interviews/oral examinations, and screening/review of application forms.

Human Resources will inform the Selection Committee about the number of completed applications received at the time of the first meeting. If a pool is small, the Selection Committee may determine that it will interview all candidates who meet minimum qualifications for education and experience. However, in most cases, a screening tool is advised to evaluate the applicants' qualifications based on their application materials.

11.2 Knowledge/Skills/Abilities Testing

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The Selection Committee may test a candidate's knowledge, skills, and abilities. This may include, but is not limited to, demonstrations, presentations, writing and/or speaking exercises, and role playing exercises.

This test shall be in compliance with Title 5, § 53024 (a)(2). The District recommends that this testing is accomplished by including an instrument pertaining to diversity understanding and awareness.

The Selection Committee may determine the order in which it chooses to conduct testing. As an example, skills exercises, such as a PowerPoint presentation, may be administered before, during or after the interview/oral examination. The Selection Committee can choose to have candidates receive a question/exercise which requires preparation before they come to the interview/oral examination.

11.3 Testing Approval

The Selection Committee is free to design testing that is based on the information contained in the job announcement or based on the knowledge, skills, and abilities that will be needed to perform the job. Testing which presumes to evaluate or elicit interests, beliefs, and/or general philosophies that are not job-related is not permitted.

The Selection Committee will design the testing for a particular position and submit the testing to the Faculty and Staff Diversity Officer for review and approval. When the Faculty and Staff Diversity Officer approves the testing, the pool will be certified for release to the Minimum Qualifications or the Screening Selection Committee subcommittee.

The pool of applications will not be released to the Selection Committee or, if applicable, to the Minimum Qualifications Screening Subcommittee before testing is approved in order to avoid claims of bias for/against particular candidates in the pool.

11.4 Internal Candidates

The Selection Committee will refrain from discussing any knowledge about an internal candidate's performance in the workplace at Selection Committee meetings. No positive or negative comments which are not related to the application, testing or interview should be made about any employee who has submitted an application for a position at the District.

If a Selection Committee member has information concerning a candidate which the member believes should be evaluated in considering the applicant, that Selection Committee member should provide the information to the Committee Chair or the Process Monitor outside of a Committee meeting. Such information will be deemed reference information and will be provided for verification to the individual who is assigned to check references.

11.5 Screening of Applications

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Each Selection Committee member will review every application in the applicant pool; however, if the Selection Committee formed a Minimum Qualifications Subcommittee, then the Selection Committee will review only the applications forwarded by the Minimum Qualifications Subcommittee. The Selection Committee will use the screening tool and their knowledge of the requirements of the position to evaluate candidates.

When the review of the applications is completed by all Selection Committee members, Human Resources will develop a spreadsheet of all of the ratings. All members of the Selection Committee will then meet to select candidates for interview/oral examination.

The Selection Committee is advised to review the spreadsheet and to pay particular attention to disparate scoring of any applicant, i.e. an applicant who receives a very high score from some members and a very low score from others, or scores that are the same for all applicants by a committee member. Selection Committee members are encouraged to discuss the candidates' qualifications stated in the application in depth.

Selection Committee members may change their scores for candidates based on the discussion of the Committee. It is important to remember that if a score is changed, then the supporting screening tool must also be changed. The Committee Chair and the Process Monitor are responsible for keeping a record of any scores that are changed during discussions.

The Selection Committee will vote on the applicants who will be invited to interview/oral examination. The Selection Committee is a democratic body and each member must be willing to abide by the decision of a simple majority of the Selection Committee. The Selection Committee is encouraged to invite a diverse pool of candidates for interview/oral examination. The Selection Committee is reminded also that the scoring must support the candidates recommended for interview.

The Selection Committee Chair will provide Human Resources with:

- A list of the candidates invited to interview; the list should include a minimum of two (2) alternate candidates in the event a candidate withdraws from the pool.
- A list of questions that require candidate preparation prior to the interview.
- The amount of time for each interview.
- A decision to allow the candidate to review the questions prior to the interview and, if so, how much review time.
- A list of resources available to the candidate (e.g. whiteboard and/or computer with projector).

11.6 HR Pre-Background Check

A pre-background check will be coordinated by Human Resources prior to scheduling a candidate for an interview. Results will be discussed with the Vice President appointed by the President to the committee and the Chair of the committee. The

VPHR, appointed VP, and the Chair of the committee, will make the decision to invite or not to invite the applicant for an interview.

11.7 Candidate Notification

Human Resources will contact the candidates by phone and confirm the interviews/oral examinations by mail and/or by e-mail. The confirmation will provide the candidate with the information approved by the Selection Committee and shall include an accommodation statement.

11.8 Interview/Oral Examination

The Selection Committee will develop interview questions which will comprise an oral examination. Interview questions may be based on the information contained in the job announcement or may probe the candidate's knowledge and experience. Each candidate interviewed will be asked the same questions.

At the selection committee's discretion, the interview/oral examination may be conducted via videoconferencing.

Selection Committee members may assist candidates in setting up technical support for presentation or demonstrations. If the technical support does not work, extra time may be provided to a candidate to resolve the technical problem as long as it does not significantly impact the appointment times of other candidates. Selection Committee members may assist candidates by handing out materials. It is important that all candidates receive sufficient support to allow them to complete the interview process successfully.

Each candidate will be informed of the amount of time that is scheduled to spend with the Selection Committee and the Process Monitor will act as a timekeeper. The Process Monitor may advise the candidate of the elapsed time during the interview if the Process Monitor feels that it is needed. If a candidate does not complete the oral examination in the allotted time, the interview process will be terminated at the end of the allotted time and the candidate will be scored on the completed questions.

When scheduling a room for the interview process, the Selection Committee should evaluate the environment. If the candidate will need to make a presentation, a room which supports the presentation, i.e. a smart classroom, should be considered. Remember that the candidate is evaluating the District and the working environment while interviewing.

It is advised that:

- The Selection Committee Chair introduces the candidate, and that the Selection Committee members introduce themselves to the candidate.
- The Selection Committee Chair asks the first and the last questions in the process.
- The Selection Committee ensures that the candidate is seated comfortably and has

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water.

- A copy of the interview questions is placed on the table in front of the candidate to read as well as hear during the interview.
- Each Selection Committee member asks at least one (1) question, if possible.
- The first question asks the candidate for a description of the candidate's experience, education and/or qualifications.
- If time permits, the candidate may be allowed to make a brief summary or final statement which is unscored. At the discretion of the Committee, statements may be used in scoring any question asked during the interview.
- The candidate may be asked if he/she has any questions about the position or the process.

Follow-up questions during the interview/oral examination should be limited. A Selection Committee member may ask a follow-up question if the member needs additional information in order to fairly evaluate a response.

A candidate may always be asked to expand on an answer or give an example from his/her work experience. If a candidate is asked a string or compound question and does not fully answer the question, a Selection Committee member may ask for the omitted information.

A Selection Committee member may not ask a candidate to provide information related to the application materials. A Selection Committee member may not ask any questions that are unrelated to the approved questions. The Selection Process Monitor or the Selection Committee Chair will interrupt follow-up questions which open new areas of questioning.

Selection Committee members should not engage a candidate in conversation that is not part of the interview. Selection Committee members may answer questions that a candidate poses at the end of the interview when all scored questions are completed.

When all candidates have completed the interviews/oral examination, the Selection Committee will deliberate. The charge of the Selection Committee is to recommend candidates, preferably three (3) or more, who are best qualified for the position to the Finalist Interview Committee.

Selection Committee members should complete a spreadsheet indicating the scores received by each candidate. The Selection Committee should thoroughly discuss the candidates' qualifications and any disparate scoring received by any candidate(s).

11.9 <u>Recommendation of Finalist Candidates</u>

The Selection Committee will vote on which candidates will be forwarded to the Finalist Interview Committee for review. The Selection Committee is a democratic body and a candidate will be forwarded if a simple majority of the Committee recommends that candidate.

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When the Selection Committee determines the candidates who will be forwarded, the Selection Committee Chair should ask the members of the Committee to describe the strengths and weaknesses of each of those candidates. The Selection Committee Chair should take notes of this information so that the Chair may accurately report this information to the members of the Finalist Interview Committee. These notes will be retained with the other Selection Committee materials.

If the Selection Committee cannot recommend at least three (3) finalist candidates, the Committee may write a justification explaining the reason(s) and sign the authorization to forward two (2) or one (1) candidate(s).

The President/Superintendent will review the justification and may:

- Accept the recommendation of two (2) or one (1) candidate(s); or
- Reject the recommendation of two (2) or one (1) candidate(s) and ask the Selection Committee to reconsider its recommendations.

If the Selection Committee reconsiders its recommendations, it may:

- Determine that the Committee cannot recommend any additional candidate(s); or
- Recommend one (1) or more additional candidate(s) as finalists.

If the Selection Committee cannot recommend any additional candidate(s), the President/Superintendent may review the applications of the candidates interviewed and the Selection Committee records and:

- Interview the recommended candidate(s) and recommend a candidate for employment; or
- Invite an additional candidate(s) from the pool selected for interview to a final interview, conduct interviews and recommend a candidate for employment; or
- Decide to close the recruitment and possibly reopen the position.

11.10 Candidate Notification

Human Resources will contact the candidates by phone to confirm the final interviews.

12. TOWN HALL FORUM FOR FINALISTS

Prior to the recommendation to the Board of Trustees for employment, a town hall forum will be held for each VP finalist candidate. Feedback from all constituent groups will be requested, reviewed, and thoughtfully considered by the President/Superintendent in the selection process before forwarding the recommendation to the Board of Trustees for employment.

At minimum, the following will be included in the Town Hall Forum process:

- Forums will be scheduled during days/times that will allow representation from all

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constituent groups.

- During the forum, the candidates will answer the President/Superintendent's standardized questions. Afterwards, the audience will have an opportunity to ask additional job related questions to the candidate.
- A standardized VP feedback form will be distributed to each attendee to provide comments about the VP candidate.
- At the end of the forum, a representative from HR will collect the feedback forms and forward them to the President's Office.
- Each forum will be taped and uploaded to the Cerritos College website.
- Employees unable to attend the forum will have three (3) days to provide feedback once the video is posted.
- An online version of the standardized VP feedback form will be posted on the website. Once completed, the online form will be forwarded to the President's Office.

13. FINALIST INTERVIEW COMMITTEE COMPOSITION

The Finalist Interview Committee will be comprised of:

- The President/Superintendent
- The Executive Council
- The Chair of the Selection Committee

14. FINALIST INTERVIEW/ORAL EXAMINATION PROCESS

The President/Superintendent may consult with the Executive Council and the Chair of the Selection Committee in developing the final interview questions. The President/Superintendent and the Finalist Interview Committee will review the application materials of the candidates recommended as finalists. Interviews/oral examinations will be conducted by the Finalist Interview Committee.

The members of the Committee provide input to the President/Superintendent. The President/Superintendent's selection is based on a review of the application materials of the finalist candidates, the finalist interviews, input from the Finalist Interview Committee and the information provided by the Chair of the Selection Committee about the Selection Committee's assessment of the strengths and weaknesses of the candidates.

15. PRESIDENT INTERVIEW

The President/Superintendent may conduct a one-on-one interview with the finalists.

The President/Superintendent may direct his/her designee to check references for the candidate(s) under consideration for employment. If the President/Superintendent is unable to recommend any of the finalist candidates for reference checking, the President/Superintendent may ask the Selection Committee to reconvene and determine if they are able to recommend another/other candidate(s).

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When the Selection Committee reconvenes, it may:

- Recommend an additional candidate(s); or
- Determine that they cannot make any additional candidate recommendations.

If the Selection Committee recommends another/other candidate(s), the Finalist Interview Committee will interview that/those candidate(s). If the Selection Committee cannot recommend another/other candidate(s), the President/Superintendent will review the applications of the candidates interviewed, review the notes of the Selection Committee and:

- Reconsider the applicants initially recommended; or
- Confer with the Vice President appointed to the Selection Committee and the Selection Committee Chair to discuss further steps; or
- Close the recruitment.

16. REFERENCE CHECKING

References will be checked for every candidate who is recommended to the Board of Trustees for employment. The President/Superintendent is responsible for ensuring that references are checked. The President/Superintendent or his/her designee will check references using a District-approved form. Reference checking will not be limited to the names specified by the candidate. Reference checking will be thorough and complete. No offer of employment will be made until the reference checking process is completed.

If the President/Superintendent is unable to recommend any of the finalist candidates after reference checking, the President/Superintendent may ask the Selection Committee to reconvene and determine if it can recommend another/other candidate(s).

The fingerprinting of a potential full-time employee is part of the reference or background checking process.

17. RECOMMENDATION TO THE BOARD OF TRUSTEES FOR EMPLOYMENT

An offer of employment, contingent on Board approval, will be made to a chosen candidate. If the candidate accepts the contingent offer, the President/Superintendent will recommend the employment of the candidate to the Board of Trustees.

If the chosen candidate does not accept the contingent offer, the President/ Superintendent may choose to make an offer to another finalist candidate or may close the recruitment.

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Draft Created: January 17, 2018, revised August 15, 2018.
Effective:
Presented to the Board of Trustees:

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **November 14, 2018**

Agenda Item No. 61

FROM:

Dr. Jose L. Fierro
President/Superintendent

SUBJECT: Consideration of Approval to Allocate Funds for Students to be Reimbursed for Approved Study Abroad Expenses

ACTION

It is recommended that the Board of Trustees allocate funds for students to be reimbursed for district-approved study abroad expenses.

FISCAL IMPACT

Funding in an amount not to exceed $25,000 will be allocated from the District's revenue accounts. No general funds will be used.

REPORT SUMMARY

Students who participate in district-approved study approved programs in the 2018-19 fiscal year will be eligible for reimbursement in an amount not to exceed $500 per student. Funds will be made available on a first-come, first-served basis. Students who are eligible for reimbursement must provide itemized receipts in accordance with college policies and procedures.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None